



WSDOT TDR Development Agreement 2010 20 December 2010

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WSDOT TDR DEVELOPMENT AGREEMENT [2-PARTY AGREEMENT]

THIS WSDOT TDR DEVELOPMENT AGREEMENT (“Agreement”) is entered into effective _____ 2011, by and between the Grand Glacier LLC, a Washington limited liability company (“Grand”) and the City of Issaquah, a Washington municipal corporation (“City”), collectively the “Parties”.

RECITALS

- A. Whereas, Grand currently owns provisionally-designated urban and rural property (approximately 78 acres) located immediately adjacent to Issaquah Highlands (“WSDOT Property”).
- B. Whereas, the undersigned parties wish to preserve forested land in the Mountains-to-Sound corridor located within the City by (1) removing development rights from privately-owned, forested lands including a portion of the rural WSDOT Property; (2) purchasing and causing the dedication of the timber and underlying fee title of those properties to the City or its designee; (3) supporting County modifications to the Urban Growth Boundary; and, (4) annexing and incorporating new developable lands into Issaquah.
- C. Whereas, the parties recognize rural residential development of the WSDOT Property does not further the development goals of Grand; or, the Comprehensive Plan Goals of the City and is not supportive of the Parties’ commitment to the Cascade Agenda.
- D. Whereas, the City and Grand have previously entered into a development agreement for Grand Ridge (Issaquah Highlands) (“Issaquah Highlands 2-Party Agreement”) and believe a separate, development agreement for the 35-acre urban portion of the WSDOT Property (“Project” or “Project Property”) would complement the Issaquah Highlands area.
- E. Whereas, the City has adopted Transfer of Development Rights (TDR) regulations within its City Code and has identified Sending Sites and Issaquah Highlands as a Receiving Site for transferred units ([Exhibit 1](#)).
- F. Whereas, prior to the adoption of this Agreement, the City annexed the property covered by this Agreement; processed a Comprehensive Plan Amendment; and, revised its TDR Map to identify the Project as a TDR Receiving Site.
- G. Whereas, SEPA review of this Project, as defined in Section 1.0, has resulted in a mitigated Determination of Non-Significance (MDNS) ([Exhibit 10](#)).
- H. Whereas, the Parties wish to enter into a development agreement to establish development rights and vesting for the WSDOT Property pursuant to the Development Agreement Statute, RCW 36.70.B.170 et seq., and to satisfy the requirements of the Urban Village zoning district (IMC 18.06.120).
- I. Whereas, the Parties acknowledge this Agreement cannot take effect or be implemented without the action of a 3rd Party transferring development rights from real property to the Project area. The Parties intend that development of the development parcels within the 35-acre Project area will be by third party builders or owners (collectively “Project Builders”) and by the Master Infrastructure Developer (defined below), and not Grand or the City, as provided in Sections 1.2 & 9 below.

J. And whereas, the Parties believe the execution of this Agreement will encourage innovative uses, public benefit and the opportunity for reasonably-priced housing, creative infrastructure solutions and public improvements.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and promises in this Agreement, the Parties agree as follows:

1.0 Project Definition & Location.

The WSDOT TDR Development Agreement project area includes 35 acres of land; and, a 2.2-acre parcel (Parcel D) located within Issaquah Highlands, owned by the City, and further described in this Agreement and as depicted in [Exhibit E-1](#). The 35-acre Project area corresponds to the 2010 land added to the urban area from King's County's adjustment of the Urban Growth Boundary. A legal description of the 35-acre Project area is provided in [Exhibit 2](#). The Project area is shown in [Exhibit 3](#) of this Agreement. The "Project" is defined as the land described by and entitlement afforded by this development agreement; and, will include Parcel D if added to this Agreement as provided in [Section 5](#) below.

1.1 Project Entitlements. The Project includes development not to exceed 410 Equivalent Residential Units (ERUs), plus up to 50 Affordable Housing Units entitled through the 7th Amendment to the Issaquah Highlands 2-Party Agreement ("Allowable Development"). Development may be either as all residential; or, up to 150 residential units (including those affordable units from the 7th Amendment) with the balance (up to 310 ERUs) being Institutional Use (i.e. school or religious institution). Entitlements are further described in Appendix E of this Agreement and at least a portion are transferred from real property located elsewhere in the City. Developed land permitted through this TDR Development Agreement shall occupy the 35-acre Project area, plus Parcel D. The Parties will allocate the allowable development among the development parcels that are platted or otherwise created within the Project area. This allocation may be through one or more assignment agreement(s) with Parcel Builder(s) (as defined in [Section 9](#) below); or, by any other method as mutually agreed on by the Parties. There is no obligation for any Parcel Builder(s) to provide or contribute to the construction of the affordable housing described in [Appendix D](#) of this agreement.

1.2 Grand role. Grand, as owner of the Project property, is signing this Agreement solely to subject the Project area to the terms of this Agreement and transfer ownership as provided herein. Notwithstanding any other provision of this Agreement, Grand and the City, should they convey the property to third parties to fulfill the purposes of this Agreement as set forth in the Recitals, shall have no obligation, expense or liability for any development of the Project area, installation or payment for any capital facilities, infrastructure or other improvements, mitigation for the Project area, payment of impact fees or other charges of any nature, or other implementation measure listed in this Agreement (collectively "Implementation"), except in the case of Grand and not the City, for the limited obligations set forth in [Section 9](#) to convey WSDOT Property; and, in [Section 10](#), as declarant of the Declarations of CC&Rs and Covenant for Community. During the Term of this Agreement, in recognition of its role as Master Developer of Issaquah Highlands and prior land owner for the Project area, and, as declarant under existing declarations and the Covenant for Community, Grand shall retain the right to approve amendments to this Agreement pursuant to [Section 11.2](#) and be entitled to indemnification pursuant to [Section 11.8](#).

1.3 Master Infrastructure Developer role. One or more of the Project Builders will designate a contractor that will construct and dedicate to the City the infrastructure and mitigations listed in [Exhibit 9](#), as noted ("Master Infrastructure Developer"). The City shall not assume any liability for any acts or omissions of the Master Infrastructure Developer, nor shall the City supervise or direct the construction actions of the Master Infrastructure Developer.

2.0 Project Development Standards.

The Project area shall be governed by the following development standards and mitigation measures (collectively "Development Standards").

- 2.1 Planning Goals and Design Guidelines. The Project shall comply with the Planning Goals and Design Guidelines as set forth in **Appendix A**, attached hereto.
- 2.2 Roads. The Project shall comply with the road standards for access, vehicular and pedestrian circulation, as set forth in **Appendix B**, attached hereto.
- 2.3 Parking. The Project shall comply with the parking requirements, as set forth in **Appendix C**, attached hereto.
- 2.4 Affordable Housing. The Project shall contain an affordable housing element and shall comply with **Section 4.3** below and **Appendix D**, attached hereto.
- 2.5 Land Use. The Project shall comply with the land uses, densities, height limitations and setbacks as set forth in **Appendix E**, attached hereto.
- 2.6 Water, Sanitary Sewer and Stormwater. All development within the Project shall be served by City water, sewer and public stormwater facilities and shall comply with the standards set forth in **Appendix F**, attached hereto.
- 2.7 Permitting and Processing. The Project shall comply with the permitting and processing procedures as set forth in **Appendix G**, attached hereto.
- 2.8 Critical Area Regulations. The Project shall comply with the critical area regulations as set forth in **Appendix H**, attached hereto; and, the redelineation of EF23 and EF 20 conducted by Cooke Scientific Services, dated November 2010.
- 2.9 Landscaping, Parks, Open Space & Trails. The Project shall comply with the permitting and processing procedures as set forth in **Appendix I**, attached hereto.
- 2.10 Signs. The Project shall comply with the sign regulations as set forth in **Appendix J**, attached hereto.

3.0 **Reconfigured WSDOT Property.**

- 3.1 WSDOT Parcel. No later than March 2011, the City and Grand will process a plat to divide the WSDOT Property into the development parcels within the 35-acre Project area as shown in **Exhibit 3**, Project Map.
- 3.2 Annexation. Prior to approval of this Agreement, the City annexed the 35-acre Project area.
- 3.3 Comprehensive Plan Amendment. Prior to approval of this Agreement, the City adopted an amendment to the City's Comprehensive Plan to designate the Project area as Urban Village consistent with this Agreement.
- 3.4 UV Rezone. Completion of the Reclassification (rezoning) of the Project area to the City's UV zoning district has occurred with the approval of this Agreement.
- 3.5 Ownership. The 43-acre rural property will be publicly owned. If the City chooses to reassign the property to King County or another public agency, the terms of that transfer will be covered by a separate agreement. Adoption of that agreement will be by the City Council. If the City retains the parcel, a stewardship plan will be prepared, as directed by the IMC.

4.0 **Mitigation.**

The Parties agree implementation of the mitigation contained in this **Section 4.0** by the City, the Project Builders and the Master Infrastructure Developer, compliance with the SEPA mitigations, and adherence to the development standards contained in this Agreement fully mitigate the impacts of the Project and are necessary to access the entitlements described in **Section 1.1** of this Agreement.

4.1 **Parks, Trails and Open Space and Tree Canopy Monitoring**

- 4.1.1 Open Space Acquisition. Prior to the issuance of any logging, land use or Utility permits for the Project area, a conservation easement (consistent with that contained in **Exhibit 4**) will be recorded on at least 101 acres of forested land in the Mountains-to-Sound Corridor and located within the City. The lands covered by the conservation easement, combined with the 43 acres preserved under the 78-acre Grant Deed Conservation Easement, prepared as part of the 7th Amendment to the 2-Party Development Agreement for Issaquah Highlands and incorporated by reference, shall total a minimum of 144 acres of protected open space property.

4.1.2 *Maintenance Yard.* A graded, paved and fenced area shall be created proximate to the 742 reservoir for the future benefit of the City, generally as shown in [Exhibit 5](#). The property will be graded to a maximum slope of 2% and will be compacted and paved, as directed by the Designated Official. Perimeter fencing shall be 8 foot, black or dark green vinyl coated with a lockable rolling gate. Security lighting is allowed. Landscaping will be planted adjacent to the fence to provide partial screening of the facility.

4.1.3 *Trails.* Trails for bicycles and pedestrians will be provided as part of the Project by the Master Infrastructure Developer consistent with the Project Trails map ([Exhibit I-1](#)).

4.1.4 *Central Park.* Paving by the City of the Pad 3 parking lot.

4.1.5 *Canopy Monitoring.* With the approval of permits for Landscaping, all trees, either new or retained on site, will be counted and tabulated.

4.2. Impact fees. Compliance with the mitigation terms of this Agreement provides adequate and sufficient public facilities and services for development of the project entitlement. Traffic impact fees shall be waived in lieu of the mitigations provided in [Section 4.4](#) of this Agreement, except for limited traffic improvement cost sharing as required in the Purchase Agreements (defined below) or any approved covenant on the Project area. Park Mitigation fees shall be satisfied through [Section 4.1](#) of this Amendment. Police and Fire & General Government fees shall be satisfied prior to issuance of the first land use permit. Any fees due Grand will be identified in the Purchase Agreement(s) pursuant to [Section 10](#) below.

4.3 Affordable Housing. Up to 50 affordable housing units, entitled through the 7th Amendment to the 2-Party Development Agreement for Issaquah Highlands, shall be allowed for on Parcel D ([Section 5.0](#) of this Agreement), or other property approved by the City, and governed by the provisions of [Appendix D](#) of this Agreement. The Housing shall be provided for families earning below 80% of the median income for King County. These units may be ownership or rental. The City shall market this opportunity, but in no case shall these up to 50 affordable units become an obligation of Grand.

4.4 Transportation improvements. The Project shall be responsible for the implementation of a Traffic Management Plan that will result in development of the TDR Entitlement without exceeding the SEPA Project envelope established with the I-90 SPAR/Sunset Interchange EIS and as clarified through the Mitchell-Hill Major Amendment of the 2-Party Amendment. The TMP is described in [Exhibit 6](#), with the respective components of the TMP to be implemented by the Project Builders and the Master Infrastructure Developer as indicated in [Exhibit 6](#). In addition, the Project will be served from a public street extension located in Central Park, as depicted in [Exhibit 7](#) to be constructed by the Master Infrastructure Developer.

4.5 Transportation Concurrency. No additional transportation concurrency, beyond the prior mitigation found in the MTFAs for Issaquah Highlands and that contained in this Agreement, is required so long as the mitigation measures listed in [Section 4.4](#) of this Agreement are implemented.

4.6 Utility Improvements. Water system upgrades will be necessary prior to occupancy of the Project Entitlement. Sewer interties will be needed off site. These water and sewer improvements are set forth in [Appendix F](#) and will be installed by the Master Infrastructure Developer.

5.0 **Parcel D.** The City's interest in Parcel D of the WSDOT Expansion Area (PP07-001IH), as shown on [Exhibit 8](#), or other property as determined by the City, shall be made available for the development of affordable housing and governed by the provisions of this Agreement. Parcel D, through subsequent Administrative action, may be removed from the Issaquah Highlands Development Agreement and added to this WSDOT TDR Development Agreement. Concurrent with removal of Parcel D from the Issaquah Highlands Development Agreement, a Declaration of CC&Rs will be recorded against Parcel D, as provided in [Section 10](#).

6.0 **Green Building/Sustainability.** All structures entitled through this Development Agreement shall incorporate green building/sustainability components into their plans. \$60,000 shall be made available, as indicated in [Exhibit 9](#), for sustainable mobility improvements (e.g. fund pilots for alternative fuels, vehicle charging stations, etc.) or to help support improvements that demonstrate community sustainability.

7.0 **SEPA.** Approval of this Agreement and development of the Project has been fully evaluated for SEPA compliance (SEPI0-001WS) in accordance with RCW 43.21.C.031(1), and applicable SEPA implementing

regulations, WAC 197-11. All conditions of the MDNS ([Exhibit 10](#)) are incorporated into this document either specifically, or by this reference.

Since this Agreement sets forth mitigations to be applied during the Terms of this Agreement, the City may, pursuant to the procedures and standards set forth in SEPA, RCW ch. 43.21.C, WAC ch. 197-11, require a supplemental EIS, EIS addendum, DNS or MDNS requiring further mitigation measures beyond those in this Amendment, only to the extent:

- a. An implementing approval or requested modification exceeds the Project Envelope and governing Development standards; or,
- b. The City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b), that substantial changes have been made to the Issaquah Highlands project so that it is likely to have a significant adverse impact not previously analyzed in a SEPA environmental document; or,
- c. The City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b), that there is new information indicating probable significant adverse environmental impacts of the TDR entitlement not previously analyzed.

8.0 Open Space Conservation Easements

Prior to the issuance of any construction permits for the 35-acre Project area covered by this Agreement, two open space areas shall be protected by open space conservation easement(s). The first property is comprised of approximately 43 acres of the overall 78-acre WSDOT Property, is generally depicted in [Exhibit 3](#), and is referred to as the Rural WSDOT property. This property is currently protected by a recorded conservation easement. The second property is comprised of more than 101 acres, and will be significant preservation property in the City, as determined by the Designated Official. The form of the conservation easement for this property is attached hereto as [Exhibit 4](#).

9.0 Conveyance of Development Area and Partial Entitlement. The City, or its assigns, has the right to receive the conveyance by special warranty deed from Grand of fee title to the development areas within the 35-acre Project area as generally depicted in [Exhibit 3](#) which may be in more than one conveyance for the respective development parcels to be platted or otherwise created within the 35-acre Project area. Except as provided in Section 3.1, Grand will not be responsible for creating any conveyable parcels to satisfy the requirements of this Agreement. Prior to conveyance, Grand, at the City's request, will enter into one or more purchase and sale agreements ("Purchase Agreements") with the City and the selected "Project Builder(s)" to set forth the terms and conditions for the future conveyance of the Project area. The Purchase Agreement(s) will be on terms mutually approved by Grand and the City and Project Builders and will be similar to those previously signed for Block 9 (YWCA & zHome). Actual conveyance of title will occur within 30 days of City request, or as otherwise provided in the Purchase Agreement. The City will have full discretion to select Project Builder(s).

10.0 Declaration of CC&Rs.

10.1 CC&Rs. At the time any portion of the Project area is conveyed to a Project Builder, Grand and the City will record one or more declaration(s) of CC&Rs ("Declaration(s)") on the parcel(s) being conveyed to restrict the uses to those consistent with this Agreement. The Declaration(s) may be in the form of (a) an amendment to the Issaquah Highlands residential association (King County recording number 199704281806, as amended) to add owner-occupied units to the Issaquah Highlands Community Association ("IHCA"); or, (b) with a separate Declaration for institutional uses or apartments). Further, the Declaration(s) shall require development on the property to be subject to the rules, standards and approval of the Issaquah Highlands High Street Association's ("IHSA") Architectural Review Committee; and, membership of residential owners in the IHCA and paying fees or cost sharing to the extent provided in the applicable Declaration. The form and terms of the Declaration will be further set forth in the Purchase Agreement(s). No other fees or deposits shall be due to Grand or the IHCA/IHSA, other than fees to be specified in the Purchase Agreement(s) and applicable dues and initial capitalization fees or cost sharing under the Declaration(s). If Parcel D is removed from the Issaquah Highlands Development Agreement, as allowed through [Section 5](#), then an amendment of the applicable Declaration of CC&Rs will be recorded

against Parcel D so that any (a) owner-occupied units will be part of the Issaquah Highlands residential association (King County recording number 199704281806, as amended) and the IHCA; and, (b) apartment units will be governed by the separate Declaration for institutional uses or apartments described above in this Section. Notwithstanding the foregoing, if the residential units on Parcel D are affordable housing, then the annual base assessment to be paid by each unit will be the same as paid by Lauren Heights pursuant to the Amended and Restated Declaration of CC&Rs

10.2 Covenant for Community. In addition to the Declaration(s), the residential owners in the Project area will, and the Institutional owners may, be part of the Covenant for Community for Issaquah Highlands [Amended and Restated], dated effective May 19, 2003 (King county recording number 20040204000499), which created the Highlands Council. The Covenant for Community provides for owners to pay an enhancement fee and for a fiber optic network to serve portions of the Issaquah Highlands community. The fiber optic network will be extended to the 35-acre Project area to the extent provided for in the respective Purchase Agreement(s) or separate agreement(s) between the Project Builders and the fiber network provider.

11.0 General Provisions.

11.1 Authority. The City and Grand each represent and warrant it has the respective power and authority, and is duly authorized to execute, deliver and perform its obligations under this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual agreement with considerations. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grand and the City, including without limitation to the Project Builder(s) who acquire the development parcels within the Project area.

11.2 Amendments & Modifications. Any modification of this Agreement must be consistent with the procedures and allowances provided in **Appendix G**, attached hereto with any Major Modification requiring the written approval by both Grand and the City.

11.3 Vesting. In accordance with the Development Agreement Statute, the WSDOT TDR Development Agreement is vested to the Project Elements and Development Standards set forth in this Agreement during the term of this Agreement. During the term of this Agreement, all implementing approvals shall be governed by these vested Development Standards. "Implementing approvals" means the applications submitted after adoption of this Agreement for land use approvals, entitlements and permits which implement this Project, including but not limited to any land use permit, utility permit, or building permit. The City shall not modify or impose new or additional development standards, except as follows:

11.3.1 *Development & Construction*. To the extent this Agreement does not establish Project-specific standards, then the Project shall be governed by the City Codes and City Council-adopted standards in effect upon the date of this Agreement.

11.3.2 *Building & Fire Codes*. All applications shall conform to the most current versions of the Building and Fire Codes adopted by the City.

11.3.3 *City's Reserved Authority*. In accordance with the Development Agreement Statute, RCW 36.70B.170(4), the City reserves the authority to impose new or different development standards to the extent required to prevent a serious threat to public health and safety; or, to incorporate regionally-supported Best Management Practices (e.g. stormwater management, aquifer recharge, sustainability initiatives, etc.).

11.3.4 *Replacement Regulations*. During the Buildout Period, the Project Builder(s) may elect to apply City standards in lieu of standards contained in this Agreement should subsequently-adopted standards provide equivalent project improvements to those that would be otherwise constructed under the standards contained in this Agreement. Should a Project Builder elect to apply newer City standards, the entire Municipal Code Chapter must be adopted as replacement.

11.4 Review Fees, Mitigation fees & Connection Charges.

11.4.1 *Review Fees*. Permit applicants within the Project shall pay current review fees in accordance with the currently-approved City Schedule of Fees.

11.4.2 Mitigation Fees. All mitigation fees have been satisfied except for the fees set forth in Section 4.2 and the school impact fees which shall be paid at time of permit, if applicable.

11.4.3 Connection Charges. Permit applicants will pay all connection charges, in place at time of construction, levied by the City.

11.4.4 School Impact Fees. Permit applicants shall pay School Impact fees in place at time of permitting, as levied by the City.

11.5 Interpretation. This Agreement has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

11.6 Recording; No 3rd Party Beneficiary. Pursuant to the Development Agreement Statute, RCW 36.70.B.190, a memorandum of this Agreement shall be recorded in the real property records of King County. This Agreement is made and entered into for the sole protection and benefit of the parties, their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.7 Dispute Resolution. *Reserved*.

11.8 Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any Exhibits or Appendices attached hereto, the City, Grand, Project Builders and Master infrastructure Developer (each an "Indemnifying Party"), shall protect, defend, indemnify and hold harmless the City, Grand, Project Builders and Master Infrastructure Developer (each an "Indemnified Person"), and their officers, agents, and their successors and assigns, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Indemnifying Party's own officers, agents and employees in performing services or undertaking any other actions pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against an Indemnified Person, the Indemnifying Party or parties whose negligent action or omissions gave rise to the claim shall defend the Indemnified Person at the Indemnifying Party's sole cost and expense; and, if final judgment be rendered against the Indemnified Person and its officers, agents and employees or jointly the Indemnified Persons and their respective officers, agents, and employees, the Indemnifying Party whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Indemnifying Party shall indemnify and hold the Indemnified Person(s) harmless only to the extent of that Indemnifying Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for any individual or groups of members of the general public. Further, except for Grand's limited role under this Agreement to convey the property in Section 9 and declarant of the Declarations of CC&Rs and Covenant for Community in Section 10, and any covenants in the purchase and sales agreements, the City, Project Builders and Master infrastructure Developer waive any claim against and agree to indemnify and hold harmless Grand for any claims, actions, suits, liability, loss, costs, expenses, and damages (including costs of defense) of any nature whatsoever relating to acts or omissions occurring after execution of, and in implementation of this Agreement. Any recourse against Grand under this Agreement shall be limited to its interest in the Project Property. If Indemnified Person(s) is required to incur legal fees and costs to enforce its right to indemnification under this section, then that Indemnified Person(s) is entitled to recover those fees from the Indemnifying Party obligated to indemnify hereunder.

12.0 Term (Buildout Period). Effective Date

This Agreement is made effective on the date of the last signature below and is in effect until 31 December 2025 ("Term"). However, the City will agree (without additional action) to extend the Term of the Development Agreement until 31 December 2040 in order to facilitate the buildout of a publicly-owned Institutional use on Parcel 4. The Development Agreement shall not be in effect over Parcels 1 thru 3, or any portion of non-Institutional use or related use of Parcel 4, beyond 31 December 2025 without additional City action (see Appendix G, Section 5.4.3).

The respective obligations of the Parties under this Agreement are conditioned on and not operative unless and until the Open Space obligations listed in Sections 8.0 & 9.0 have been completely satisfied (valid until County action in 2012 to revert the amended UGA boundary). Notwithstanding that the formal obligations of the Parties

do not arise until such conditions are satisfied, the Parties are obligated upon signing this Agreement to use reasonable efforts to satisfy the conditions in the preceding sentence.

Exhibit List

- Exhibit 1 – Issaquah TDR Map
- Exhibit 2 – Project Legal Description
- Exhibit 3 – Project Map, WSDOT property
- Exhibit 4 – Conservation Easement
- Exhibit 5 – Maintenance Yard
- Exhibit 6 – TMP
- Exhibit 7 – Central Park Road
- Exhibit 8 – Parcel D
- Exhibit 9 – Capital Facilities, Maintenance & Monitoring Plan
- Exhibit 10 – Mitigated Determination of Non-Significance (SEP10-001WS)

CITY OF ISSAQUAH, a Washington municipal corporation

By _____
Ava Frisinger, Mayor

Date: _____

Approved as to Form:

City Attorney

GRAND GLACIER LLC, a Washington limited liability company,
as successor

By Port Blakely Communities, It's Manager

By _____
René Ancinas

Date: _____

(STATE of WASHINGTON)

) ss.

(County of King)

On this ____ day of _____, 20____, before me personally appeared René Ancinas, to me known to be the CEO of Port Blakely Communities, Inc., the manager of GRAND GLACIER LLC, a Washington limited company, that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute and in fact executed said instrument on behalf of the corporation and company.

Given under my hand and official seal this ____ day of _____, 20____.

Type/Print Name _____

Notary Public in and for the State of Washington

Residing in _____

My Commission expires _____

Type/Print Name _____

Notary Public in and for the State of Washington

Residing in _____

My Commission expires _____

STATE of WASHINGTON)

) ss.

County of King)

On this ____ day of _____, 20____, before me personally appeared Ava Frisinger, to me known to be the MAYOR OF ISSAQUAH, that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute and in fact executed said instrument on behalf of the corporation and company.

Given under my hand and official seal this ____ day of _____, 20____.

Type/Print Name _____

Notary Public in and for the State of Washington

Residing in _____

My Commission expires _____

Exhibit 1 – Issaquah TDR Map

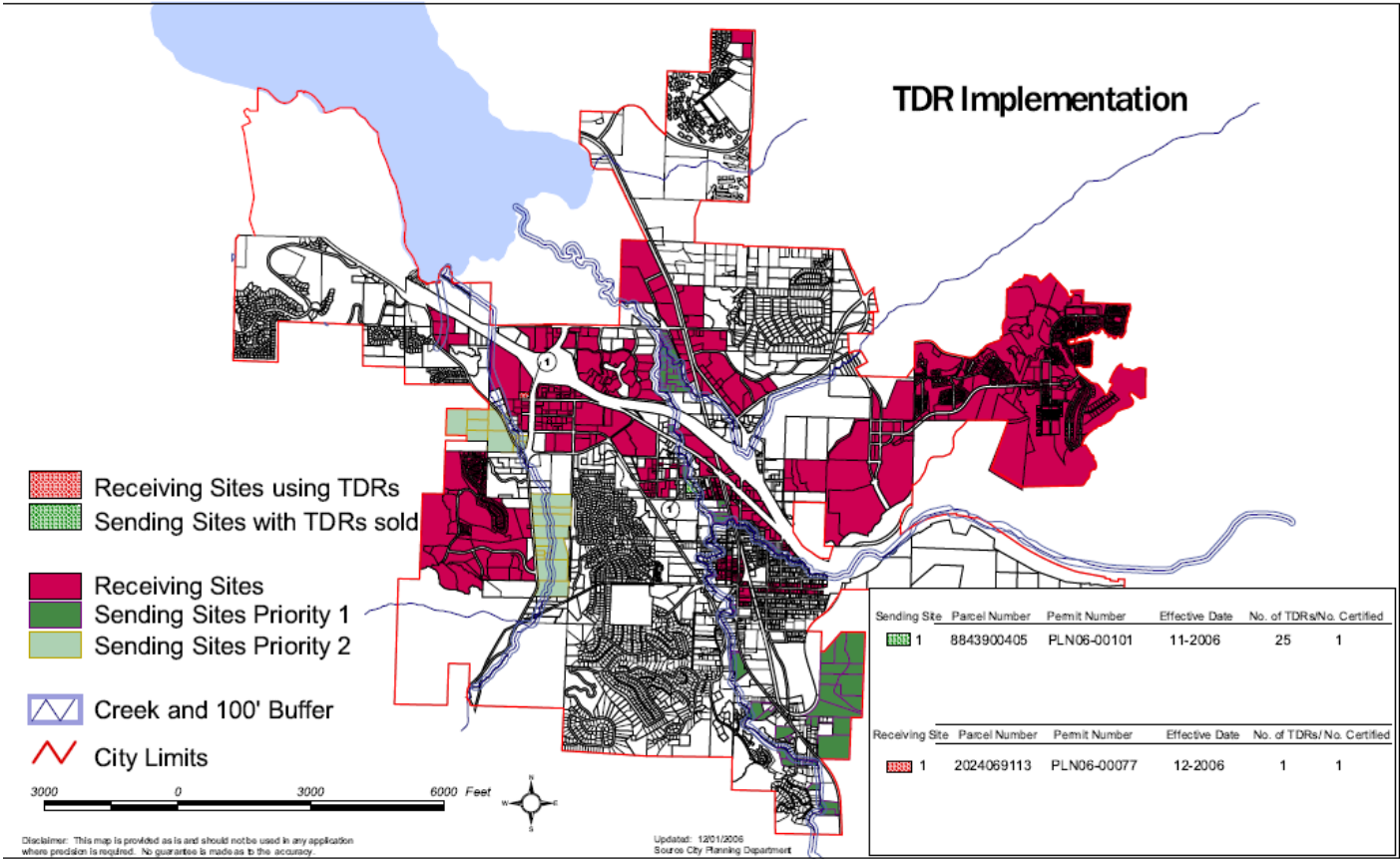


Exhibit 2 – Project Legal Description

CORE DESIGN, INC.
BELLEVUE WA 98007

Core Project No: 04129FP
6/24/10

LEGAL DESCRIPTION – Proposed Urban Growth Boundary Expansion

That portion of the northwest quarter and the northwest quarter of the northeast quarter of Section 26, Township 24 North, Range 6 East, W.M., in King County, Washington, described in Stipulated Judgment and Decree of Appropriation, Cause No. 7*8896 in the Superior Court for the State of Washington, King County, recorded at Reel 974, Page 2016 Records of King County and in Stipulated Judgment and Decree of Appropriation Cause No. 778959 in the Superior Court for the State of Washington, King County dated March 7, 1978 described as follows:

BEGINNING at the north quarter corner of said Section 26; thence S89°46'59"W, along the north line of said northwest quarter, 365.38 feet to the eastline of the Final Plat of Issaquah Highlands South Expansion, according to the plat thereof recorded in Volume 250 of Plats at pages 039 through 042, inclusive, recorded under Recording No. 20081216000515, records of said County, said line being the City Limits of Issaquah (Urban Growth Boundary) as established in City of Issaquah Ordinance No. 2112; thence the following twelve (12) courses and distances along said line;

thence S 39°37'00" W 238.45 feet;
thence S 50°20'45" W 257.78 feet;
thence S 24°30'45" W 211.17 feet;
thence S 02°39'30" E 289.80 feet;
thence S 27°24'50" W 227.45 feet;
thence S 68°00'20" W 233.56 feet;
thence S 87°44'30" W 294.32 feet;
thence S 72°11'00" W 82.47 feet;
thence S 44°02'20" W 145.88 feet;
thence S 17°10'00" W 338.18 feet;
thence S 31°20'40" W 299.68 feet;
thence S 48°26'00" W 239.30 feet;

thence S 77°17'44" E 312.49 feet; thence S 88°07'07" E 290.35 feet; thence N 50°46'46" E 54.23 feet to the west line of Northwest Pipeline Easement (El Paso Natural Gas Line Easement) recorded under Cause No. 492642; thence N 22°06'42" W, along said west line, 58.74 feet;

thence N 15°17'14" W 273.29 feet;
thence N 04°19'06" W 200.00 feet;
thence N 06°16'43" E 287.98 feet;
thence N 85°40'54" E 215.00 feet;
thence S 04°27'50" E 457.63 feet;
thence N 85°32'10" E 157.78 feet;
thence N 47°29'38" E 24.18 feet;
thence N 56°44'11" E 46.78 feet;
thence N 60°45'25" E 10.63 feet;
thence N 64°52'04" E 73.31 feet;
thence N 71°46'36" E 18.01 feet;
thence N 78°38'16" E 64.78 feet;
thence N 52°55'39" E 47.31 feet;
thence N 06°41'09" W 47.37 feet;

thence N 19°30'35" W 44.44 feet;
 thence N 23°46'27" W 35.81 feet;
 thence N 34°27'19" W 37.38 feet;
 thence N 29°41'35" W 14.76 feet;
 thence N 21°13'13" W 14.76 feet;
 thence N 12°45'13" W 14.76 feet;
 thence N 04°17'13" W 14.76 feet;
 thence N 01°22'11" E 73.72 feet;
 thence N 06°43'10" E 14.84 feet;
 thence N 15°13'45" E 14.84 feet;
 thence N 23°44'21" E 14.84 feet;
 thence N 32°11'17" E 14.84 feet;
 thence N 37°26'25" E 40.08 feet;
 thence N 31°03'31" E 51.01 feet;
 thence N 21°57'39" E 91.05 feet;
 thence N 25°22'30" E 94.55 feet;
 thence N 09°09'27" W 120.20 feet;
 thence N 02°39'16" W 277.04 feet;
 thence N 24°30'37" E 169.81 feet;
 thence S 88°59'15" E 230.70 feet;
 thence S 01°00'41" W 600.00 feet;

thence N 82°42'12" E 771.13 feet to a point 105.00 feet westerly of and perpendicular to the west line of the Bonneville Power Administration Easement as described in U.S. District Court Cause No. 4035, and shown on United States Department of Interior Map titled "Chief Joseph – Covington No. 1, approved for right of way July, 1955;
 thence N 19°32'07" E, parallel with said easement, 560.00 feet;
 thence S 81°02'55" E 259.41 feet to the east line of said easement;
 thence N 19°32'07" E, along said east line, 425.00 feet to the north line of the northeast quarter of Section 26; thence N86°22'00"W, along said north line, 283.55 feet to the POINT OF BEGINNING.

Contains: 1,524,622± square feet (35.00± acres)

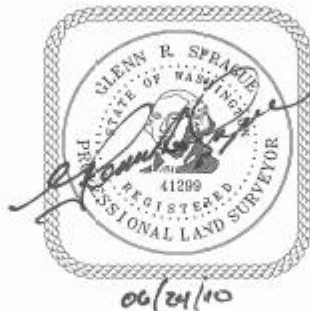
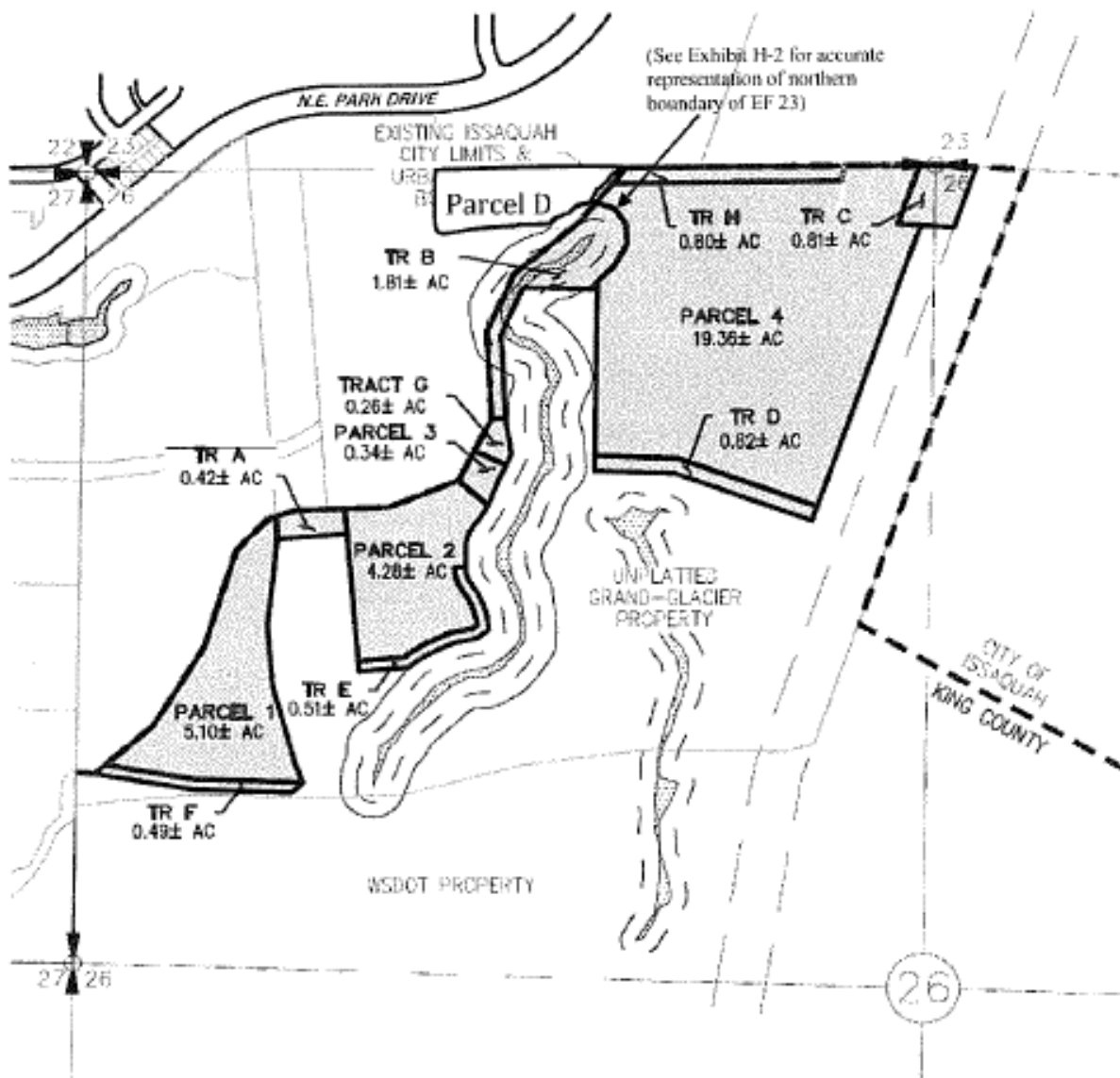


Exhibit 3 – Project Map



<p>PORT BLAKELY RURAL PARCEL PROPOSED EXPANSION PARCELS EXHIBIT C</p>	<p>PAGE 1 OF 1</p>
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CORE
DESIGN

14711 NE 29th Place, #101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING • PLANNING • SURVEYING

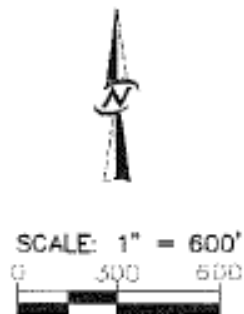


Exhibit 4 – Sending Site Conservation Easement (Example – final form to be determined and approved by City prior to recording)

AFTER RECORDING, RETURN TO:

City of Issaquah
1775 12th Ave NW
Issaquah, Washington 98027
Attn: MDRT, Keith Niven

**TERM DEED OF DEVELOPMENT RIGHTS,
CONSERVATION EASEMENT, COVENANTS,
OBLIGATIONS AND CONDITIONS**

[Open Space -101 Acres]

THIS TERM DEED OF fee title transfer; DEVELOPMENT RIGHTS, CONSERVATION EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS ("Term Deed") is made by and between Regal Financial Bank, a Washington financial company ("Owner "), and the CITY OF ISSAQUAH, a Washington municipal corporation ("City").

WHEREAS, Owner is the owner in fee of that certain 102-acre (approximately) parcels of real property in the City of Issaquah, King County, Washington, more particularly described and illustrated in Exhibit A hereto ("Open Space Property").

WHEREAS, Owner desires to convey development rights and fee title their combined property of approximately 102 acres to the City to be preserved for open space as provided herein ("Protected Property").

WHEREAS, the Protected Property possesses natural, scenic, open space, natural resource, and trail value of great importance to the City, the people of the City, and the people of the State of Washington; and

WHEREAS, Owner is willing to grant and convey development rights, a conservation easement ("Conservation Easement") and fee title, the effect of which is to grant and convey to the City the development rights in the Protected Property, and to restrict the use of the Protected Property on the terms and conditions hereinafter set forth in order to protect, preserve, maintain, improve, restore, limit the future use of, and otherwise conserve the Protected Property as open space; and

WHEREAS, the legislatively declared policies of the State of Washington, in RCW Chapter 84.34, provide that it is in the best interest of the State to maintain, preserve, conserve and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, shoreline and scenic beauty for the economic and social well-being of the State and its citizens; and

WHEREAS, the City is a code city government, and is a government entity described in RCW 84.34.210, and has as one of its purposes the preservation of open space and critically important ecological systems within the City; and

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, obligations and restriction contained herein, the parties agree as follows:

1. Grant of Easement, Covenants, Obligations and Conditions. Pursuant to the laws of the State of Washington and in particular RCW 64.04.130 and RCW Chapter 84.34, Owner hereby voluntarily grants and conveys to the City the development rights in, fee title and a Conservation Easement in perpetuity over, the Protected Property on the terms, covenants, obligations and conditions set forth herein. The parties expressly intend that this Term Deed, including all covenants, obligations and conditions identified herein, runs with the land and the Term Deed, including all covenants, obligations and conditions identified herein, shall be binding upon Owner and the City and each parties' personal representatives, heirs, successors and assigns.

2. Purpose. It is the purpose of this Term Deed to assure that the Protected Property will be retained forever (including after conveyance of fee title to the City under Section 23) in its rural, natural and open space condition, to allow for managed stewardship, and to prevent any use of the Protected Property that will significantly impair or interfere with the preservation of the Protected Property. The parties intend this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purpose and terms of this Conservation Easement.

3. Rights of the City. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the City by this Conservation Easement, and the City covenants and agrees to hold and limit use of the Protected Property as follows:

3.1 To preserve and protect the open space values of the Protected Property;

3.2 To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration by the perpetrator if identified of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use by any person;

3.3 To use a portion of the Protected Property for a trail system (consistent with that shown in a City or Regional publicly-approved Trail Plan) for pedestrian, bicycle, and other non-motorized uses, together with the right to use a portion of the Protected Property for improvement, construction, alteration and maintenance of such trail system, and together with the right to make all necessary slopes for cuts and fills on each side of the trail(s) so long as disturbances are minimized; it is restored to the extent possible; and, consistent with City or other applicable codes.

4. Prohibited and Permitted Activities and Uses. Any activity on or use of the Protected Property inconsistent with the purposes and terms of this Conservation Easement is prohibited. Owner and the City each acknowledges and agrees that it will neither conduct, engage in or permit any such activity or use. Except as provided in Section 4.3, use of the Protected Property is permanently restricted to solely Open Space Uses.

4.1 Open Space Uses (Permitted Uses). "“Open Space Uses” as used herein, mean the uses that would conserve and enhance open space as specifically defined in this Grant Deed, including uses that would (i) conserve and enhance natural or scenic resources; or, (ii) protect streams or water supply; or, (iii) promotes conservation of soils, wetlands, or natural areas; and,

to the extent the following is not contrary to the purposes listed previously, (iv) promotes public recreation (limited to trails); and/or, (v) provides public/community-led educational activities;

4.2 Prohibited Uses. Except as provided in Sections 4.3, the following are prohibited:

d. The division, subdivision, "de facto" subdivision or short subdivision of the Protected Property (except as needed to convey fee title to the City or other public entity under Section 23);

e. The draining, filling, dredging or diking of wetland areas and the alteration or manipulation of ponds or water courses located on the Protected Property;

f. The construction or installation of any water or septic system, pipeline, well or drainfield;

g. The logging, pruning or cutting of any timber, shrubs, grasses or other flora, except as necessary to preserve the Protected Property and its conservation values or as necessary to protect public health or safety or as a necessary part of the improvement, construction and maintenance of a trail system, or other use allowed under this Conservation Easement per Section 4.3, which is located on the Protected Property;

h. The construction or installation above or below ground of any utility pole, power line or facility, or telecommunication pole or tower.

i. The conducting of any exploration for, development of or extraction of minerals and hydrocarbons;

j. The alteration of the surface of the Protected Property, including without limitation, the excavation or removal of soil, gravel, rock, or peat, except as may be necessary as part of the improvement, construction and maintenance of a portion of a trail;

k. The paving or use by private vehicle of any surface of the Protected Property;

l. The installation of any structure, such as a mobile home or other form of live-in vehicle, except as may be necessary as part of the improvement, construction and maintenance of a portion of a trail system, or other use allowed under this Conservation Easement, which is located on the Protected Property and in such case for only a temporary period of time;

m. The dumping, storage or disposal of solid or liquid wastes or any trash, refuse or any other debris even for trail maintenance;

5. Owner Approval. To the extent the City requests Owner to approve or confirm that a use or action is consistent with this Conservation Easement, then Owner, shall grant or withhold its approval in writing within 20 business days of receipt of a written request therefor. Approval may be withheld only upon a reasonable determination by Owner that the proposed action or use is or will be inconsistent with the purpose of this Conservation Easement or any of the covenants, obligations or conditions herein. Owner approval may include reasonable conditions which must be satisfied in undertaking the proposed activity or use.

6. Dispute Resolution and Arbitration. If a dispute arises between any of the parties concerning the consistency of any present or proposed activity or use with the purposes of this Conservation Easement or any of its covenants, obligations or conditions, the parties agree not to proceed with the activity or use pending the resolution of the dispute. The parties shall meet together to discuss the dispute and attempt resolution. Thereafter, any party may refer the dispute to arbitration by request made in writing upon the other. Within 30 days of receipt of such request, the parties shall select an arbitrator to hear the matter. If the parties are unable to agree on the selection of an arbitrator then the presiding judge for King County Superior Court shall appoint one. The matter shall be settled in accordance with RCW Chapter 7.04 or its successor, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof.

7. Remedies. If any party determines that another party is in violation of the terms of this Term Deed or that a violation is threatened, then that party shall give written notice to the other of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any prohibited activity or use or any activity or use which is inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured. If the party receiving notice fails to cure the violation within 30 days after receipt of the notice thereof from the notifying party or under circumstances where the violating cannot reasonably be cured within a 30-day period, fails to begin curing such violating within the 30-day period or fails to continue diligently to cure such violation until finally cured, the notifying party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Term Deed; to enjoin the violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Term Deed, the Conservation Easement or injury to the Protected Property protected by this Conservation Easement, including damages for the loss of scenic or environmental values; or to require the restoration of the Protected Property to the condition that existed prior to such injury. Without limiting liability therefore, the enforcing party, in its sole discretion, may apply any damages recovered to the costs of undertaking corrective action on the Protected Property and the other parties shall permit enforcing party and its employees, agents, or contractors to have access to the Protected Property upon reasonable prior notice to undertake and complete such corrective action. If the enforcing party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Property, the enforcing party may pursue its remedies under this Section 7 without prior notice to the other parties or without waiting for the period provided for cure to expire; provided, that if enforcing party seeks legal action in court, the procedural requirements of the Rules of court shall control, including any requirement of notice. Each party's rights under this Section apply equally in the event of either actual or threatened violations under the terms of this Term Deed and each party agrees that remedies at law for any violation of the terms of this Term Deed are inadequate and that the enforcing party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Term Deed and Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity and in addition to recourse to arbitration under Section 6 herein.

8. Costs of Enforcement. Any cost incurred by any party enforcing the terms of this Term Deed, including without limitation costs of suit and attorneys' fees, and any costs of restoration necessitated by the other party's violation of the terms of this Term Deed shall be borne by non-prevailing party, as may be awarded by a court of competent jurisdiction.

9. Discretion; Nonwaiver. The parties acknowledge their commitment to protect the conservation purposes of the Conservation Easement. Any particular enforcement of the terms of this

Conservation Easement shall be at the discretion of each party as to their respective interests, and any forbearance by any party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the other party shall not be deemed or construed to be a waiver of such term or of any right to take enforcement or other action with respect to any subsequent breach of the same or any other term of this Conservation Easement or of any of either party's rights under this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of any right under this Conservation Easement.

10. Waiver of Certain Claims and Defenses. Each party acknowledges it has carefully reviewed this Term Deed and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provision of this Term Deed, each party hereby waives any claim or defense it may have against the other or its successors in interest under or pertaining to this Term Deed based upon waiver, laches, estoppel, or prescription.

11. Acts Beyond Control. Nothing contained in this Conservation Easement shall be construed to entitle any party to bring any action against the other to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or changes in the Protected Property resulting from causes beyond a party's control, including without limitation natural changes, fire, flood, storm, or earth movement, or from any prudent action taken by any party under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes, or from acts of trespassers.

12. Indemnity and Hold Harmless. Each party shall protect, defend, indemnify and hold harmless the other parties, their agents, employees, officials and officers from, and shall process and defend at its own expense, any and all claims, demands, suites, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the other party(ies) arising out of or incident to that party's execution of, performance of, or failure to perform this Term Deed; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the other party(ies), its agents, employees, and/or officers, each party shall indemnify the other only to the extent of its negligence or the negligence of its personal representatives, heirs, successors, or assigns; and PROVIDED FURTHER, that nothing in this Section shall require a party to indemnify, hold harmless, or defend the other party(ies) or its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of such other party or its agents, employees and/or officers. The obligations under this Section shall include indemnification for claims made by a party or its personal representatives, heirs, successors or assigns. Any indemnification to the City shall be for the benefit as an entity, and not for members of the general public.

13. Frustration of Purpose. If circumstances arise in the future that render the purpose of this Term Deed impossible or impractical to accomplish, this Term Deed can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

15. Condemnation. If the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain by an agency other than the City, then the City shall be entitled to compensation in accordance with applicable law.

16. Amendment. If circumstances arise under which an amendment to or modification of this Term Deed would be appropriate, then the City and Owner are free to jointly amend this Term Deed; provided, that no amendment shall be allowed that will adversely affect the qualification of this Term Deed as to the Protected Property, or the status of the City under any applicable laws, including RCW

64.04.130 or Section 170(h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purpose of this Term Deed, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of King County, Washington, and any other jurisdiction in which such recording is required.

17. Assignment. This Term Deed, and all rights and obligations contained herein including the right to enforce the Term Deed, are transferable, but the City may assign its rights and obligations under this Term Deed only to a governmental entity or an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, the City shall require that the conservation purposes that this Term Deed is intended to advance continue to be carried out by the transferee.

18. Subsequent Transfers. Each party agrees to reference the terms of this Term Deed in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest of any duration. Each party further agrees to give written notice to the other parties of the transfer of any interest no later than twenty (20) days prior to the date of such transfer. The failure of a party to perform any act required by this Section shall not impair the validity of this Term Deed or limit its enforceability in any way.

19. Estoppel Certificates. Upon request by any party, the other parties within twenty (20) days shall execute and deliver to the requesting party any document, including an estoppel certificate, which certifies the requesting party's compliance with any obligation contained in this Term Deed and otherwise evidences the status of this Term Deed.

20. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:	Regal Financial Bank_____ 925 – 4 th Avenue, Suite 100_____ Seattle, WA 98104_____ Attn: Chuck Foisie _____
with a copy to:	Hillis Clarke Martin & Peterson_____ 500 Galland Building_____ 1221 Second Avenue_____ Seattle, WA 98101-2925_ Attn: Richard Wilson
<hr/>	
To the City:	City of Issaquah 135 East Sunset Way Issaquah, Washington 98027 Attn: Mayor's Office
with a copy to:	Ogden Murphy & Wallace 2100 Westlake Center Tower 1601 Fifth Avenue

Seattle, Washington 98101
Attn: Wayne D. Tanaka

or to such other address as either party from time to time shall designate by written notice to the other. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this paragraph.

21. Recordation. The City or Owner shall record this instrument in timely fashion in the official records of King County, Washington, and other appropriate jurisdictions and the City or Owner may re-record it at any time as may be required to preserve its rights in this Term Deed.

22. General Provisions.

22.1 Controlling Law. The interpretation and performance of this Term Deed shall be governed by the laws of the State of Washington.

22.2 Compliance With Law. Each party shall comply with all federal, state or local laws, statutes, ordinances or governmental rules or regulations now in force or which may hereafter be enacted or promulgated relating to or affecting the condition or use of the Protected Property or the Active Areas.

22.3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Term Deed shall be liberally construed in favor of the grant to effect the purpose of this Term Deed and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Term Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

22.4 Severability. If any provision of this Term Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Term Deed, or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22.5 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Term Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Term Deed, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 17 herein.

22.6 Successors. The covenants, terms, conditions, and restrictions of this Term Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Protected Property and the Active Areas.

22.7 Termination of Rights and Obligations. A party's rights and obligations under this Term Deed terminate upon transfer of the party's interest in the Term Deed or Protected Property or Active Areas, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

22.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

22.9 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

22.10 Enforcement. Owner and the City each has the separate and independent right to enforce the terms of this Term Deed, including all of the remedies specified in Section 7, insuring continued open space uses under Section 3 and the use limitations and reservations in Section 4 as to the Protected Property.

23. Fee Title. Owner shall convey fee title of the Protected Property to the City or other public agency concurrent with this Term Deed. The public entity may transfer the property to another public agency if, in its sole discretion, it is determined the property would be better managed by the other party.

24. No Merger. The parties recognize that fee title to the Protected Property will be conveyed to the City under Section 23 of this Term Deed. Notwithstanding conveyance of fee title to the City, there shall be no merger of the Term Deed, nor merger of the Conservation Easement, and the uses, limitations and other terms of the Term Deed shall continue to be enforceable thereafter.

TO HAVE AND TO HOLD unto the City, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Owner, as grantor, has executed this instrument effective on the date of the last signature below. Owner holds that by execution of this Term Deed that it offers such Term Deed according to the terms and conditions set forth herein.

Regal Financial Bank_____

By: _____
Randy James, Chief Executive Officer

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2011, before me, a Notary Public in and for the State of Washington, personally appeared AVA FRISINGER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the MAYOR of CITY OF ISSAQUAH, a Washington municipal corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My appointment expires _____
Print Name _____

Map and Description of Protected Property



Exhibit 5 – Maintenance Yard (representational – exact fenced dimensions will be determined by the Designated Official)

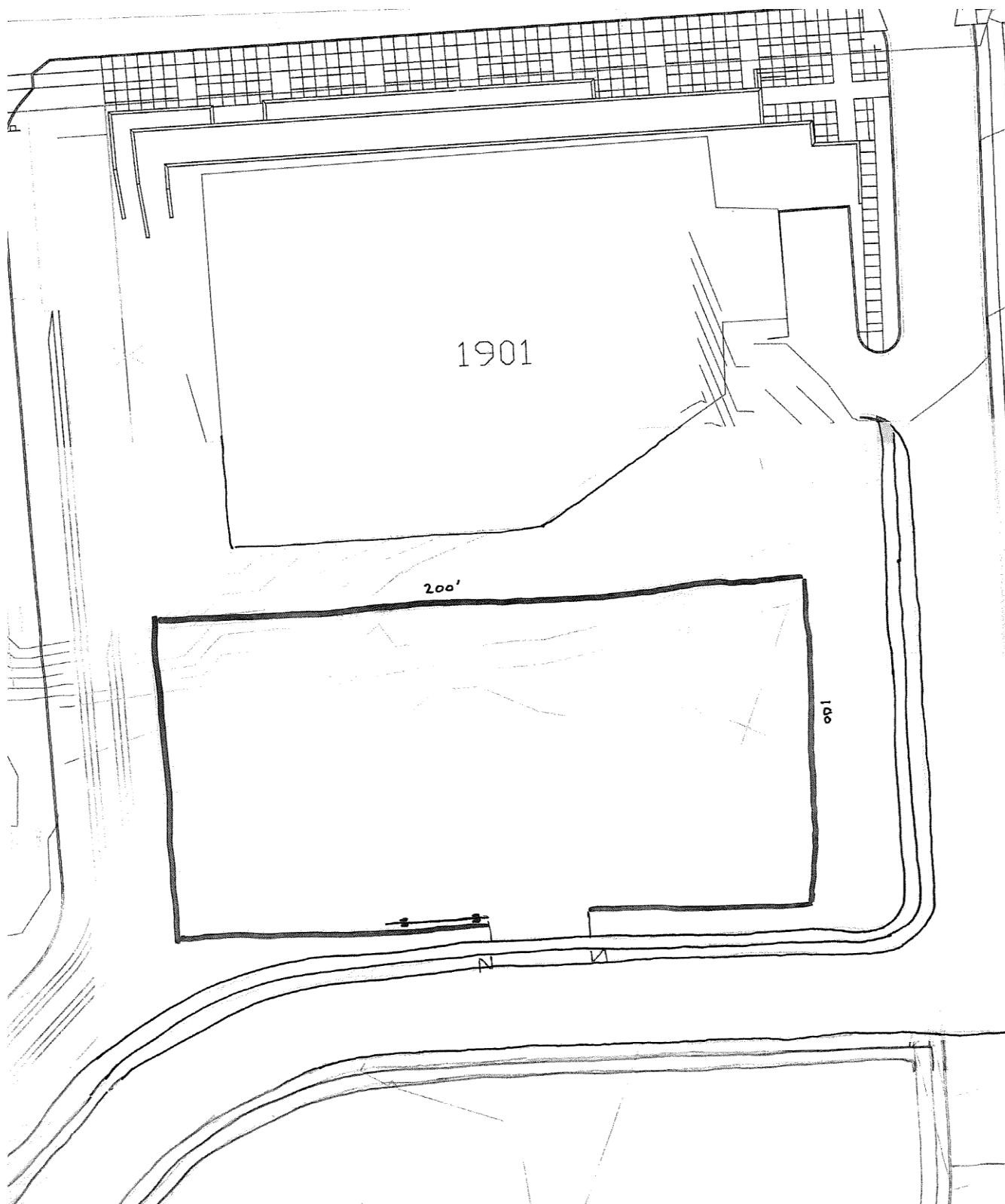


Exhibit 6 – Transportation Management Plan

1.0 Trip Generation Projection for Development Entitlement.

	Sq ft	Res Units	PM Peak Trips Rate	PM Peak Trips	Internal Capture	Adjusted PM Peak Trips
Dev. Entitlement	0	410	0.54	221	15%	188
	372,000	100	2.54/0.54	945/54	10%/15%	896

2.0 Mitigation Measures and Timing.

The following Master Infrastructure Developer mitigation measures (items a and c below) and Parcel Builder (item d below) represent required Traffic mitigation to achieve full buildout of the Project Entitlement, regardless of selected Development Alternative. Items 1 and 3 below shall be provided prior to first occupancy. Item 2 shall be implemented per an implementation plan approved by the City.

- a. Road Improvements. Construction of a new east-west roadway paralleling Park Drive from Central Park to 15th Avenue extended.
- b. Traffic Mitigations. Develop a trip reduction plan incorporating measures that will reduce the dependence on single-occupancy vehicles. The plan may include:
 - 1) funding of Transit
 - 2) shared vehicles (e.g. zipcar, etc.)
 - 3) transit passes
 - 4) community parking spaces
 - 5) wayfinding kiosks

As the plan is intended to reduce trips within Issaquah Highlands and on the Project site, timing for the plan should coincide with buildout of the non-residential portion of Issaquah Highlands. The plan will be developed by the Administration with input from Grand and the Issaquah Highlands Community Association and the Issaquah Highlands High Streets Owners Association at a time no later than 50% occupancy of the land in the E42 plat area. The plan will be reviewed by the Commission and decided by the City Council prior to its implementation.

- c. Non-vehicular Improvements – A paved multi-use trail from the BPA corridor on the east to the Williams'/PSE corridor on the west.
- d. A Transportation Management Action Plan (Plan) shall be required for the owner of Parcel 4, if developed as an Institutional Use. The Plan shall address implementation of both physical (building facilities and amenities, parking and transit amenities, etc.) and program elements (parking policies, ridesharing, incentives, promotions, monitoring and reporting, etc.) for student and employee activity. The Plan shall identify and forecast vehicle miles traveled, vehicle trips and greenhouse gas emissions, identify associated proposed performance targets and outline strategies for meeting those targets. The Plan shall be updated and renewed with each new Building Permit and designed to meet the goals and requirements of the City's Commute Trip Reduction Ordinance (IMC 10.46), applicable State requirements, City transportation management regulations, City greenhouse gas emission policies and requirements of the Issaquah Highlands Development Agreement Appendix O (Parking). The City will partner with the applicant to help achieve this obligation.

3.0 Supporting Documents.

The mitigations listed above are supported by the following technical memorandum:

1. 3rd Draft Memorandum, *Trip Generation Projection for New Development*, Nelson/Nygaard, 3 October 2008.
2. 1st Draft – Memorandum, *Cost Estimation for Traffic Reduction Measures*, Nelson/Nygaard, 6 October 2008.
3. SEPA Decision (SEP10-00IWS).
4. *Bellevue College Issaquah Campus: Preliminary Traffic Analysis*, CH2MHill, 14 December 2010.

Exhibit 7 – Central Park Road



Exhibit 8 – Parcel D

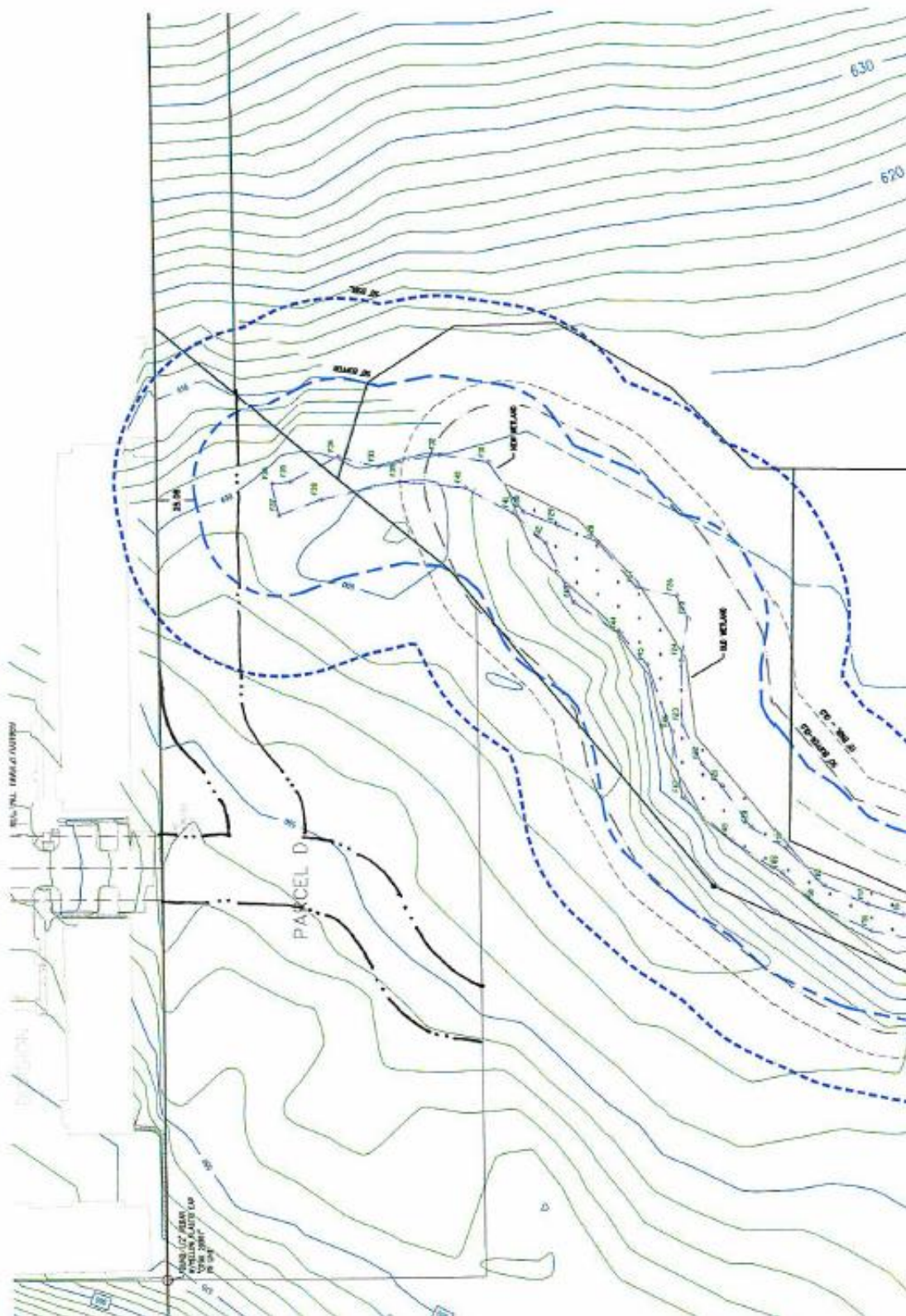


Exhibit 9 – Capital Facilities, Maintenance & Monitoring Plan

The information provided in this Exhibit represent necessary plat Infrastructure and Mitigations identified through the environmental review of this project. The amounts listed in the last column represent Engineer's and qualified professionals' estimates. Final values will be accounted for and allocated as determined by the Designated Official. Any increase or decrease to the total will be the responsibility of the Project Builders.

Recipient	Item	Amount
General Fund	Impact fees & Project Development Costs & City inspections Port Blakely \$ 165,000 Core Design \$ 25,000 Cooke Scientific \$ 24,000 RH2 Engineering \$ 115,000 Shannon & Wilson \$ 5,000 CH2MHill \$ 7,500 Gerry Wilbour/TBD \$ 30,000 General Fund \$ 128,500	\$500,000
PWE/RCO	Sustainability	\$60,000
Parks	Central Park Bathroom	\$180,000
Parks	Park Pointe Stewardship Plan	\$50,000
PWE/Transportation	Mitigation	\$150,000
PWE/Stormwater	Central Park Paving	\$ 110,000
PWE/Water	System Upgrade	\$350,000
Master Infrastructure Developer	Construction: Discovery Sewer & Road Road (15 th to Central Park) Maintenance Yard Wet Utilities Paved trail Landscaping Mountain Bike Yard Stormwater Improvements Contingency	\$2,000,000
Total		\$3,400,000

Notes:

1. All fees paid to the City shall be done so prior to the issuance of the first construction permit.
2. Master Infrastructure Developer shall commence construction as soon as feasible and shall, barring a force majeure event, substantially complete all infrastructure improvements by November 2011. A performance bond or other surety acceptable to the Project Builders shall be provided to ensure this time commitment is achieved.
3. Master Infrastructure Developer obligations shall be permitted based on the Design Development Plans developed by RH2 Engineering on file with the City.

Exhibit 10 – Mitigated Determination of Non-Significance

City of Issaquah MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS) SEP10-001WS

DESCRIPTION OF PROPOSAL: The proposal includes the following components:

- Modification of the 2-Party and 3-Party Development Agreements for Issaquah Highlands adding entitlement and proposing modifications to signs, landscaping and parking.
- Adoption of a new Development Agreement (WSDOT TDR Development Agreement)
- Preserved Open Space land under Conservation Easements (Exhibit 4 of the Staff Report): a minimum of 144 acres
- New Issaquah Highlands entitlement (up to 500 residential units located on currently-undeveloped property) and all implementing approvals necessary to include them within the Issaquah Highlands Development Agreement
- WSDOT TDR Receiving Area – 35 acres of land to be developed for urban development (e.g. logging, clearing, grading, water system upgrades, sewer improvements & extension, stormwater infiltration and conveyance facilities (both on site and off), parcel development)
- New up to 410 ERU (Equivalent Residential Units) entitlement to be located on the TDR Receiving Area and all implementing approvals necessary for their development under the terms of the proposed WSDOT TDR Development Agreement.
- Transportation improvements
- Trails and park improvements (Trails per WSDOT TDR Development Agreement, paving Central Park parking on Pad 3, expansion of Pad 4)
- Construction of a mountain bike skills course and up to 40 paved parking spaces on approximately 2.7 acres of Preserved Open Space land (Exhibit 3)
- Up to 50 Affordable Housing units within Issaquah Highlands and all implementing approvals necessary for their development
- Legislative decisions necessary to implement the WSDOT TDR Development Agreement

PROPONENT Judd Kirk, Port Blakely Communities
1011 NE High Street, Suite 200
Issaquah, WA 98029

LOCATION: The Checklist covers 2 properties: Issaquah Highlands; and, a TDR receiving site of 35 acres + 3 acres of adjacent protected open space property that could be used for a mountain bike skills course and parking. A third site, a potential TDR sending site that will be retained as permanent open space, is part of the proposal but is not discussed within the Environmental Elements as there is no proposed impact to that property as it will be preserved in its current state as open space via a conservation easement; and, all entitlement is being transferred to other property within the City. Exhibits illustrating these areas are contained in the Staff Report. Within Issaquah Highlands, a specific property (Parcel D) is discussed within some of the elements as the property is being entitled through this action. Parcel D is located south of Park Drive, east and west of a southerly extension of 15th Avenue.

LEAD AGENCY: City of Issaquah

The Responsible Official of the City of Issaquah hereby makes the following Findings of Fact based upon impacts identified in the environmental checklist and the “Final Staff Evaluation for Environmental Checklist No. SEP10-001WS”, and Conclusions of Law based upon the Issaquah Comprehensive Plan, and other Municipal policies, plans, rules and regulations designated as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act Rules pursuant to RCW 43.21C.060.

FINDINGS OF FACT:

1. Where information in the Checklist differs from that in the Staff Report, the Staff Report represents the most current and complete proposal, as understood by the SEPA Lead Agency.
2. The proposal includes a Transfer of Development Rights (TDR) proposal.
3. The project area includes approximately 179 acres of land outside Issaquah Highlands.
4. The City has identified potential sending and receiving sites within the City. The proposed WSDOT Receiving site is not currently identified as a receiving site on the City's map.
5. The proposed action includes amending the 2- and 3-Party Development Agreements for Issaquah Highlands to add new entitlement and adjust limited standards relating to signs, landscaping and parking.
6. If the amendments are approved, subsequent legislative actions by King County and the City will be required.
7. Further actions include: King County approvals of the 3-Party Amendment (2010), King County Comprehensive Plan Amendment (2010), Boundary Review Board (2011). Additional City approvals include Comprehensive Plan and Zoning Amendments (2010); annexation (2011) of the WSDOT TDR Receiving Area; amendment of the TDR map and Ordinance, if necessary; approval of the 3-Party Amendment and the 2-Party Amendment (2010); approval of the WSDOT TDR Development Agreement; and, recordation of a new Conservation Easement (2010) for the 78-acre area and a 2nd Conservation Easement for the 100+ acre area (2011). Further actions include removal of 35 acres of protected property for development.
8. The new entitlement includes up to 550 residential units for Issaquah Highlands and up to 410 residential units (up to 394 from 100+ acre sending site and 16 from 78-acre sending site) for the potential 35-Acre TDR Receiving Area.
9. Under an alternate development scenario where 1 residential unit is equivalent to 1,200 sf of non-residential development, the up to 410 residential units could be developed as 245,000 sf of Institutional use and 206 residential units.
10. 35 acres of new land is proposed for urban development.
11. In addition to the building construction, the proposal also includes landscaping, utilities, streets and trail improvements, a mountain bike skills course, and affordable housing.
12. The constructed project will occur within Issaquah Highlands on currently undeveloped properties and on approximately 35 currently undeveloped acres adjacent to Issaquah Highlands with the mountain bike course occurring on an adjacent 3-acre area within the BPA utility corridor.
13. Logging and clearing will occur on 35 acres plus on approximately 2-acre of Parcel D and clearing will extend over an additional 2 acres for the mountain bike skills course and trails.
14. Construction may require the importation of approximately 0-300,000 cubic yards of structural material and export of up to 200,000 cubic yards of topsoil for the final site grading and to achieve proper slopes for drainage. Measures will be taken to minimize the amount of soil movement.
15. Soil movement, generated through grading and hauling activities, could potentially cause erosion and sedimentation impacts on the area water courses, wetlands and surface water system unless mitigation measures are implemented.
16. Logging and clearing in more than a season in advance of development could result in impacts to wildlife and the environment.
17. The City's Tree Retention provisions (IMC 18.12.1385) do not apply to land zoned Urban Village (UV). However, aside from the 144 acres of preserved forested open space, measures will be taken to preserve some trees within the WSDOT TDR Receiving property and tree retention provisions will be specifically addressed in the WSDOT TDR Development Agreement to meet the intentions of this Code, as determined by the City.
18. Over 80% of the new project area will remain as forested open space.
19. Along the eastern edge of the WSDOT TDR Receiving Area, there are some soil limitations due to the presence of coal mine hazards which have been identified through the Grand Ridge EIS.
20. The site soils are similar to those found in other portions of Issaquah Highlands. Specific geo-technical analysis shall be performed prior to any development to understand if measures are necessary to avoid impacts.
21. Temporary truck trips generated by the fill hauling operations will likely cause adverse impacts to traffic operations on local streets during peak traffic hours and thus generate increased levels of local suspended particulate emissions unless mitigation measures are implemented.

22. Excessive soil cutting or filling could impact soil stability and subsurface water movements.
23. Removal of tree cover will adversely affect the site's ability to filter suspended particulates from the air, reduce stormwater, and affect its overall aesthetic character.
24. Without mitigation measures in place, site preparation and construction activities will generate increased levels of local suspended particulate emissions.
25. The project is adjacent to 3 acres of wetlands (EF20 and EF23) according to the City's inventory.
26. The delineation of these wetlands is outdated.
27. The hydrology of these critical areas is not well documented.
28. The project could potentially cause disruption to the functions and values of nearby wetlands by adding pollutants and creating human intrusions not currently present.
29. The construction of paved surfaces will adversely impact the area's water quality unless mitigating measures are implemented.
30. Wide spread use of pesticides and herbicides could impact local water bodies.
31. Proper location, design, construction and maintenance of the project's storm drainage facilities is necessary to ensure protection of water quality and maintain pre-development hydrologic conditions while avoiding adverse impacts.
32. The creation of expanses of impervious surfaces will increase the quantity of storm water discharged from the site. The project's storm drainage facilities must be properly designed and constructed to accommodate the increased runoff.
33. Stormwater runoff from this proposal to the East Fork and North Fork of Issaquah Creek will be designed to not result in flooding or degradation impacts.
34. The proposal may require removal of existing vegetation over approximately 90 percent of the 35-acre site.
35. The proposed project may require the removal of trees meeting the City's definition of "significant trees". Mitigation measures are necessary to avoid adverse impacts associated with the removal of existing, mature trees.
36. Extensive clearing can result in significant tree blowdowns in critical areas and newly exposed forest edges.
37. According to the City's Critical Area Maps, the site contains coal mine hazards, steep slope hazards and wetlands are located near the site.
38. The proposed action will remove 0 residential dwelling units from the City.
39. The proposed action will add up to 960 residential dwelling units to the area.
40. The site is proximate to a heavily-traveled, interstate freeway. Development of the site will change the character of the area and has the potential of resulting in adverse visual impacts unless mitigation measures are incorporated into the project's design.
41. The proposed development may result in light and glare impacts if mitigation measures are not implemented.
42. Under full residential buildout, the proposal will add approximately 2,100 residents to the area which will increase the need for recreational facilities.
43. Increasing building heights has the potential for creating visual impacts.
44. The site is traversed by a long-standing, recreational trail. Development of the site will change the character of the area and has the potential of resulting in adverse impacts unless mitigation measures are incorporated into the project's design.
45. A traffic impact analysis was prepared by Nelson/Nygaard on 3 October 2008 to evaluate existing traffic conditions and impacts. Extrapolating from the report, the proposed development will generate between 441 and 907 additional PM peak hour trips. Based on this forecast volume, it is not anticipated that the project will generate an adverse traffic impact on the City's street network.
46. The proposal will increase pedestrian traffic in the area.
47. Extension of a road through Central Park will result in an impact and reduction of park land.
48. The addition of up to 500 additional residents in the western portion of Issaquah Highlands will cause an impact on recreational facilities.
49. Utilities are generally available in the vicinity. The proposed action will result in an increased demand for sewer and water services.
50. There are currently inadequate public storm drainage facilities in the vicinity of this proposed development. Proposed drainage from the proposed development could result in localized flooding or

slope stability impacts. Mitigation measures will be required to avoid adverse impacts to the storm water environment.

51. Water system extensions including system connections and pressure control will be required to adequately serve the proposed development.
52. The previous environmental documents identified in the Final Staff Evaluation and their supporting documents are hereby incorporated by reference as though set forth in full. These documents are available for review at the Major Development Review Team City Offices.
53. The “Final Staff Evaluation for Environmental Checklist No. SEP10001WS” is hereby incorporated by reference as though set forth in full.
54. The City received comments raising issues regarding the proposal from:
 - Mr. Cory Christensen
 - Mr. David Kappler
 - Ms. Connie Marsh
 - Mr. Jim Stanton, Microsoft
 - Mr. Jeff Haynie, TENW (Consultant to Microsoft)
 - Mr. Steven Williams, Issaquah Alps Trails Club
 - Ms. Shelly Hawkins
55. The City considered all public comments prior to issuing the MDNS. Clarifications were made to the proposed Decision based on those Comments; and, a copy of all Public Comments and the clarifications to this Decision are on file with the City.

CONCLUSIONS OF LAW:

Staff have concluded that a MDNS may be issued. This decision is based upon the environmental checklist and its attachments, and the “Final Staff Evaluation for Environmental Checklist”. The MDNS is supported by plans and regulations formally adopted by the City for the exercise of substantive authority under SEPA. The following are City-adopted policies which support the MDNS:

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;

1.1.3 Preserve the natural forested character of Issaquah by:

1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within clusters permitted on hillsides to preserve the forested hillside view from the valley

1.1.3.2 Minimizing tree disturbance and clearing during site preparation;

1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;

1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;

1.1.3.5 Balancing the use of minimal grades to minimize visual impacts on roadway and utility corridors with the desire to minimize vegetative clearing and with other environmental goals;

1.1.3.6 Promoting the use of colors and textures which blend with the natural setting;

1.1.3.7 Locating buildings and other improvements away from prominent lines of sight from the valley floor.

1.1.6 Consider off-site transfer of development rights, on-site density transfers and variances to protect the property rights of landowners with critical areas; and as an incentive for protecting forested hillsides that are not defined as “steep slopes” by the Land Use Code;

1.1.7 Prohibit the inappropriate conversion of undeveloped land into sprawling, low density development through clustering uses and structures, on-site density transfers, and considering the establishment of minimum densities;

1.1.8 Require protection of critical areas. “Critical Areas” include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and

wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas, as defined in RCW 36.70A.030 (5);

1.1.8.2 Maintain adequate forested and vegetative buffers along critical areas, riparian areas and fish and wildlife habitat areas

1.1.8.3 Critical Area protection shall include measures for a net improvement in Critical Area functions in the review of new development and for re-development.

1.1.8.4 Include aquifer recharge areas as an element of the critical areas, riparian areas and fish and wildlife habitat areas.

1.1.8.5 Include aquifer recharge areas as an element of the critical area regulations and require stormwater infiltration.

1.1.9 Work with the appropriate jurisdictions to address issues related to water levels of the North Fork of Issaquah Creek in the summer months.

1.1.10 Implement the critical areas regulations by focusing future growth in the following:

1.1.10.1 Areas with no or minimal environmentally critical areas;

1.1.10.2 Vacant platted lots in areas with existing public facilities;

1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and

1.1.10.4 Areas where clustering development can protect environmentally critical lands;

Policy L-1.2 Balance: Balance urban development and the health and safety of citizens against the value associated with the protection of the natural environment, significant trees and environmentally critical areas;

1.2.3 Ensure that all development is consistent with the City's vision through the implementation of the Land Use Code, critical areas regulations and other development regulations.

Policy U-4.6 Land Use and Critical Area Regulations

4.6.1 Regulate the location and characteristics of new development to reduce impacts on "Critical Areas" include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas. using methods such as:

4.6.1.1 Encourage development proposals that incorporate stormwater design principles of low impact development;

4.6.1.2 Support development of land use regulations that promote open space retention and reduce impervious surface areas to lessen stormwater impacts and improve aquifer recharge;

Policy L-1.4 Mountains to Sound Greenway: Support the goals of the Mountains to Sound Greenway Project.

OBJECTIVE L-3: Neighborhoods: The City's residential areas shall reflect a variety of neighborhood types, lifestyles and community amenities.

OBJECTIVE L-5: Regional Coordination and Annexation: Use the Countywide Planning Policies as a basis for regional coordination and land use decisions. Pursue the annexation of the City's Potential

Annexation Areas to accommodate the City's projected growth, apply the City's development and environmental regulations, and provide efficient services to the Issaquah community.

Policy L5.1: Adjacent Rural Areas: Work with King County, the City of Sammamish, and the State of Washington to ensure that the Black Nugget Road, Issaquah Highlands, and Tradition Plateau Hillside rural areas maintain their rural character in perpetuity.

Policy L5.4: Annexation Phasing Criteria:

5.4. Service Provision - Boundaries:

- 5.4.1.1 Annexation boundaries should be drawn according to the geographic and fiscal ability of the City to provide services.
- 5.4.1.2 The annexation area should be adjacent to the City and provide a logical City boundary.
- 5.4.2 Service Provision - Fair Share: The annexation area should be able to pay its determined fair share of required services and should not have a negative financial impact on the City.
- 5.4.3 Provide Community Solutions: The annexation area should help meet necessary residential or commercial/industrial expansion needs of the City and, in some cases, provide solutions to other community concerns such as aquifer protection or the efficient provision of public services. Annexation can also provide for parks and other community amenities and allow for a variety of housing to meet the community's needs.
- 5.4.4 Control Development Impacts to Community: The annexation should allow the City to control impacts of development on:
- 5.4.4.1 land use, including density, design, signage, landscaping and open space provisions;
 - 5.4.4.2 surface and groundwater (wellhead protection and aquifer recharge area and flooding);
 - 5.4.4.3 critical areas and natural resources;
 - 5.4.4.4 parks and recreation;
 - 5.4.4.5 utilities;
 - 5.4.4.6 transportation;
 - 5.4.4.7 housing;
 - 5.4.4.8 schools;
 - 5.4.4.9 economic vitality; and
 - 5.4.4.10 Issaquah's Treasures.
- 5.4.5 Mutual Benefit for City and Annexation Residents: The annexation should provide mutual benefit to City residents and the annexation area to: enhance the provision of the items listed in the above criteria; to lessen impacts to all of the items listed in above criteria {5.4.4}; manage impacts; and provide local representation.
- 5.4.6 Maintain Existing LOS: The City should be able to extend urban services to the annexation area while maintaining the existing LOS for city residents.

OBJECTIVE EV-1: Quality of Life. Maintain and enhance Issaquah's quality of life through: Level of Service (LOS) standards; transportation concurrency; protection of the natural environment; maintenance of hillside views; and accessibility to the natural environment. In order to sustain our community's future success, the City also seeks to provide the following quality of life requirements: good schools; local government that is efficient and works with business; government that provides high quality services and excellent infrastructure; affordable and quality housing; child care services; high quality natural environment and recreational facilities, diverse cultural resources, as well as a multicultural population with an international perspective.

OBJECTIVE EV-2: Encourage Local Economic Vitality. Increase the local economic vitality by promoting and encouraging a diversity of goods and services and employment opportunities within the City.

Policy EV-2.1 Develop Community Benefits. Encourage businesses and real estate development that address local demand for employment, shopping, business, and medical services while sustaining the existing quality of life. Consider incentives such as density bonuses, administrative review and/or parking credits for businesses that provide community benefits such as:

- 2.1.1 Higher than average wage jobs;
- 2.1.2 Over 60% of employees who are telecommuting;
- 2.1.3 High tech jobs or services;
- 2.1.4 Start-up incubator companies;
- 2.1.5 Specialized or higher education and employee training;
- 2.1.6 Medical services;
- 2.1.7 Small neighborhood retail operations that provide pedestrian access to "Mom & Pop" convenience shopping or child care;
- 2.1.8 Street vendors in designated areas; and,
- 2.1.9 Affordable housing.

9.1 LAND USE GOAL: Establish a pattern of development that maintains and enhances the quality of life within the community and sets the framework for a sustainable community by addressing environmental, economic and social issues by:

- 9.1.1 Protecting Issaquah's natural environment and scenic beauty;
- 9.1.2 Creating a diversity of high quality places to live, work, shop and recreate;
- 9.1.3 Providing for active public participation;
- 9.1.4 Requiring provision of the City's level of service for public services and public facilities and concurrent transportation facilities as a requirement of development approval within the City's Urban Growth Area;
- 9.1.5 Requiring multi-modal transportation as a key to a successful land use pattern which emphasizes pedestrian orientation, supports transit service, reduces the consumption of land and concentrates development;
- 9.1.6 Annexing areas within the City's Urban Growth Area to ensure compatibility with City standards and development regulations while providing for provision of the City's level of service for public services, public facilities and concurrent transportation facilities.
- 9.1.7 Incorporating Sustainable Community Development as an integral part of all City and Community functions to ensure Issaquah's ability to meet future needs.

HOUSING GOAL: Encourage the availability of housing for all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Policy H-1.9 Housing Integration: Emphasize the integration of single family and multifamily areas through trails, pedestrian improvements and other forms of non-motorized transportation. Encourage planned housing developments to integrate different types and densities within the planned projects.

Policy H-1.11 High Density Housing Proximity to Transit: Locate the highest density housing in areas that are most accessible to transit, and within walking distance to services by encouraging Transit Oriented Development and similar uses.

Policy H-2.2: Location: Affordable housing should be dispersed with other residential and mixed uses to blend into the surrounding community. Give special consideration to annexed areas for existing and potential opportunities to locate affordable housing.

Policy H-2.4 Incentives: Encourage affordable housing in new developments through various approaches. These approaches may include encouraging developers to designate a percentage of new developments as affordable or offering rezones that increase development capacity. Another approach may be to provide incentives, such as those listed below, to developers who volunteer to designate a portion of new housing or mixed use developments as affordable.

OBJECTIVE H-5: Housing Safety and Compatibility: Promote environmental protection and housing safety by locating housing away from environmentally sensitive areas and other incompatible land uses and activities.

Policy H-5.1 Safety Regulations: Assure safe housing by:

5.1.1 Establishing regulations that prohibit housing within the floodway and establishing safety regulations to protect property and inhabitants for housing within the 100-year floodplain of major waterways including Issaquah Creek, the East and North Forks of Issaquah Creek, and Tibbetts Creek;

5.1.2 Prohibiting the new development of housing in unsafe areas, including the 5-year floodplain, and providing methods of compensation to these property owners such as transferring density, public purchase of undevelopable land, and other methods;

5.1.3 Implementing site and building standards to ensure neighborhood compatibility and requiring intensive year round screening and buffering between substantially different land uses and densities;

5.1.4 Discouraging housing near incompatible land uses such as intensive commercial or industrial, except where identified for mixed-use.

Policy H-7.3 Local Housing Needs: Work cooperatively with and support efforts of private and not for-profit developers, and social and health service agencies to address local housing needs.

OBJECTIVE P-3: Visual Environment: Preserve and enhance the beauty of the City of Issaquah through the parks and open spaces that make up the City's park system.

Policy P-3.1 Visual Relief and Tranquility: Bring visual relief and tranquility to mitigate the impacts of the urban environment, including noise, traffic, concrete, and congestion, through the use of maintained parkways including street trees, gardens, lawns, woods, and water through the park system.

Policy P-3.4 Scenic Visual Resources: Preserve the quality of surrounding scenic and visual resources provided by the natural open space areas, such as the "Issaquah Alps."

OBJECTIVE P-7: Acquisition and Development: Acquire land for future parks, trails and trail connections and natural open space when such lands are available and affordable, to meet present and future community and user demands and needs.

OBJECTIVE P-8: Partnerships: Continue, or create where beneficial to the public, partnerships with local, state, and regional agencies, the Issaquah School District, businesses, developers, non-profit organizations, user groups and neighborhood groups in order to provide and to assist in the management and maintenance of parks, open space, recreation facilities, services and security.

Policy P-8.1 Partnerships with Developers: Developers shall mitigate or offset the impacts of their new development by providing parkland and park facilities, and/or payment of impact fees in lieu of such land or facilities, through the process established by the City. In the commercial areas of the City, developers shall mitigate by providing public spaces and facilities such as plazas, courtyards, and pedestrian connections, and/or payment of impact fees in lieu of such land or facilities, through the process established by the City.

GOAL: U-1. Facilitate the development of all utilities and public services at the appropriate levels of service to accommodate Issaquah's planned growth.

OBJECTIVE U1: Service Provision. Ensure that utility services are available to support development that is consistent with the Land Use Plan.

Policy U-1.1 Conservation: Implement conservation efforts to address the need for adequate supply of electrical energy and water resources, to protect natural resources and achieve improved air quality.

Efforts should include, but are not limited to, public education, water reuse and reclamation, low impact development techniques, use of native and/or drought resistant landscaping, low flow shower heads, conservation credits, and energy efficiency in new and existing buildings.

OBJECTIVE U2: Water. Provide for the City's long term water needs by: protecting the aquifer, providing reliable levels of service, including water for domestic use and fire protection, and ensuring future water supplies by pursuing additional sources, as well as conservation and reuse measures.

Policy U-2.14 Sustainable Development and Best Available Conservation Technology. Design, develop, construct, operate, and maintain new development in such a manner as to provide for efficient and non-wasteful use of water that incorporates the best available water conservation technology prevailing at the time of development.

OBJECTIVE U3: Sewer. Provide and maintain a sanitary sewer collection system that protects public health and safety and water quality through implementation of the policies within the Comprehensive Sewer Plan Update (10/92 and subsequent updates).

OBJECTIVE U4: Storm Water. Manage the quantity and quality of storm water runoff to protect public health and safety, surface and groundwater quality, and natural drainage systems through implementation of the Comprehensive Floodplain and Drainage Management Plan (1/93 and subsequent updates) policies.

Policy U4.1 Design and permitting

4.1.2 Storm drainage facilities shall be designed to:

- 4.1.2.1 Minimize potential erosion and sedimentation;
- 4.1.2.2 Encourage retention of natural vegetation;
- 4.1.2.3 Infiltrate stormwater wherever feasible;
- 4.1.2.4 Maintain stream base flows;
- 4.1.2.5 Preserve natural drainage systems such as rivers, streams, lakes, and wetlands; and
- 4.1.2.6 Provide adequate capacity for future planned growth consistent with the Comprehensive Plan.

GOAL: Enhance Issaquah's quality of life through balanced economic vitality strategy.

OBJECTIVE EV-3: Concurrency. Plan new development such that adequate public facilities are available to serve new development without decreasing existing community services.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Provide wildlife linkages, wildlife corridors and natural areas
- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

Sustainability, Stewardship and Resource Goal: Provide for the growth of a thriving human community functioning within a sustainable and sustaining symbiosis with the natural environment.

Objective: Minimize private automobile trips by creating clustered pedestrian oriented development and providing advanced communication technologies.

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

Guiding Principle #2—Pedestrian friendly Design. To establish through land use proximities and circulation infrastructure a community that encourages walking, bicycling and transit use.

- Conceptually clear user friendly transportation system
- Street car/shuttle connecting different clusters
- Functional and safe walkways and bike paths
- Give circulation priority to pedestrian scale proximities, activities, and orientation

Guiding Principle #4—Community Values. While respecting individual privacy, create a very sociable public realm that enhances the community life of children, adults, and seniors and promotes common values and shared responsibilities.

- Provide safe and function pedestrian and bicycling linkage to parks, schools, natural spaces, and community landmarks.

CONDITIONS:

The lead agency for this proposal has determined that it does not have a probable, significant adverse impact on the environment, and an environmental impact statement (EIS) will not be required under RCW

43.21C.030(2)(c), only if the following conditions are met. This decision was made after the review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

1. Appropriate measures, as determined by the Responsible Official, shall be taken to ensure that construction operations do not result in erosion and sedimentation impacts on water quality and on nearby drainage courses. In addition, the applicant shall comply with the City's TESC construction requirements.
2. Prior to logging or clearing within 100 feet of a parcel boundary, the applicant shall erect construction fencing and shall, following clearing and grading activities, provide certification to the Designated Official that clearing/grading did not exceed limits and shall remove all fencing and construction debris.
3. Parcel logging shall not be allowed in advance of an approved land use permit for the property.
4. Over-cleared areas shall be restored with vegetation (including trees) to minimize erosion impacts and the establishment of invasive plant species. Replanted areas shall be guaranteed for a 3-year establishment period.
5. The applicant shall minimize impacts to existing roads and residents during clearing and grading activities. Prior to issuance of grading permits that would require the import or export of soils, the applicant shall be required to submit a grading worksheet demonstrating that the import/export of soil will be minimized through on-site reuse and a haul plan to minimize impacts to the existing residents and the local road network. This information shall be considered by the City prior to approval of associated permits.
6. The applicant shall provide geotechnical analyses prior to any grading activities demonstrating soils are compatible for the proposed development. Information from geotechnical analyses shall be considered and incorporated, as determined by the Responsible Official, into related permits.
7. Natural grades shall be preserved where possible and fills shall not exceed 12 feet. If retaining walls are necessary, they shall not exceed 15 feet in height.
8. Where development is proposed over Coal Mine Hazard Areas, mitigation measures shall be incorporated into site and building construction.
9. Design the mountain bike skill course and parking to contain all sediment from exposed soils.
10. The WSDOT TDR Receiving Area shall be designed to be compliant with the currently City-adopted Stormwater Manual, CARA and Sensitive Lakes Enhanced Basic Water Quality Treatment Requirements. A monitoring and maintenance plan will be considered as part of the WSDOT TDR Development Agreement.
11. The WSDOT TDR Receiving Area shall be regulated by the CC&Rs of Issaquah Highlands and all landscape maintenance will follow the established Issaquah Highlands' BMPs.
12. A hydrologic evaluation of the wetlands is required prior to development to determine the quantity of stormwater that may be tributary to the critical areas without causing impacts. The conclusions of this evaluation will be presented publicly, as determined by the Responsible Official, prior to the permitting of any related stormwater improvements. Any conclusions from this study and associated public discussions shall be incorporated into utility permits for the property.
13. The wetlands/streams must be re-delineated prior to any construction activities (including logging). Any conclusions resulting from this study shall be incorporated into future land use decisions for the property.

14. The applicant will monitor wetland buffers and common edges with forested open space for tree blow downs following clearing for 3 years. Should it be found that these areas have been impacted from blow downs, the applicant will plant evergreen trees at a ratio consistent with the City's Tree Replace Code (IMC 18.12.1390), subject to approval by the property owner.
15. The applicant shall minimize slope and surface disturbances for the construction of any necessary discharge pipes for stormwater. Project Stormwater improvements shall be permitted or in place prior to approval of land use permits.
16. The applicant shall incorporate the use of Low Impact Development (LID) techniques to reduce the quantity of site stormwater runoff and minimize dependence on the publicly-engineered stormwater facilities.
17. Provide a minimum of 12" of topsoil to planted areas (e.g. streetscapes, private parks, private yards) to facilitate localized infiltration.
18. No untreated stormwater shall enter either the North or East Forks of the Issaquah Creek.
19. Stormwater runoff from the mountain bike course will be locally infiltrated.
20. Trail improvements will be minimized and buffer impacts from the planned trail crossing the EF23 buffers will be fully mitigated. A critical area study will be required to ensure the critical area crossing and buffer impacts do not result in unmitigated impacts. Any recommendations/conclusions from this Critical Area Study shall be incorporated into the permit prior to permit issuance.
21. The applicant shall integrate native plants (including evergreen trees) in streetscapes and common areas within the developed areas to soften the impact associated with the loss of trees and vegetation.
22. All cleared areas not otherwise used for site improvements will be restored with native plants and guaranteed through a 3-year establishment period.
23. Provide a transition or buffer area between development parcels and the forested open space to the south of the TDR Receiving Area to reduce development property/forest adjacency and to allow for increased separation from occupied structures and the forested edge consistent with that shown in Exhibit 2. This buffer can be utilized for stormwater infiltration as part of the LID solution for the project.
24. Provide animal-resistant trash containers for multi-family or institutional uses
25. Provide animal resistant trash containers along trails
26. Provide trail/open space signage aimed at educating the public as to how to coexist with wildlife and to conserve and protect their natural habitat.
27. Provide wildlife crossing signs where new roads are surrounded by open space.
28. Ensure any water flows into the East Fork do not jeopardize fish populations by matching pre-development conditions (e.g. flows, water temperature, etc.)
29. Build all new residences to 4-Star Built Green, or its equivalent.
30. Build non-residential development incorporating green building features aimed at reducing energy and carbon impacts.
31. Look for opportunities to reuse construction materials and to purchase locally-produced products.

32. To address coal mine hazards, the applicant shall adopt the coal mine hazard standards for Central Park (Appendix B, Part 4, Section 4.1—Southern Area Coal Mine Development Standards).
33. Provide affordable housing as part of the proposal.
34. To minimize the visual impact, the following standards shall be incorporated into building design:
 - Use of earth-tones and hues reminiscent of stone and wood, limiting the use of bright colors and exposed metals to accents, trim or detail work
 - The applicant shall consider the use of roof-top gardens, tiering, building offsets or other means to soften potential building visual impacts.
 - Replant any cleared area with evergreen plantings, including trees
 - Except for the City-owned Tract C (Exhibit 2), retain a 100-foot forested buffer between the eastern edge of the cleared areas and the BPA utility corridor
 - Minimize reflectivity from glass surfaces
35. Use full cutoff lighting fixtures
36. Use pedestrian-scale lighting
37. Keep lighting to minimum needed for safety
38. All lighting shall be designed to minimize light spill and glare to and from surrounding areas. Street lighting shall incorporate full cut-off fixtures. Illumination levels for streets within the WSDOT TDR Receiving Area will be designed according to the density of housing located in this area. Less dense housing will warrant less street lighting, similar to the lighting pattern established in Talus.
39. To mitigate for the additional residents to the area, the applicant will commit to the construction of both paved and soft surface trails connecting across the project site and pay appropriate impact fees.
40. Prior to any logging of the WSDOT TDR Receiving Area, provide a minimum of 144 acres of publicly-owned protected open space.
41. Provide a perimeter fence to contain the mountain bike skills area to a defined portion of the open space.
42. Tract C (Exhibit 2) shall be added to Central Park.
43. Provide park improvements in Central Park to mitigate for park impacts.
44. A minimum of \$150,000 will be committed to traffic reduction measures.
45. Construct 15th Avenue & Park Drive Traffic Signal when 15th Avenue is extended south of Park Drive as a public roadway.
46. Partner with the City and others to facilitate the extension of transit through Issaquah Highlands.
47. Prior to development on the eastern half of the WSDOT TDR Receiving Area, provide a street connection from 15th Avenue to Central Park, south of Park Drive.
48. A photographic log will be prepared prior to any logging to document existing conditions of the forested area. Attention will be given to areas that will become the new edge of forested areas.
49. A public plant salvage will be offered for the TDR Receiving Area prior to any logging activities.

50. These conditions shall be incorporated into the Draft WSDOT TDR Development Agreement prior to action by the City. All conditions resulting from conditioned technical reports, as determined by the Responsible Official, shall be incorporated into the WSDOT TDR Development Agreement or its implementing permit actions.
51. The submittal and tracking of all related technical and critical area studies shall be made public in order to facilitate public discussion. As an example, these documents could be posted on the City's webpage.

Pursuant to IMC 18.04.250, any person aggrieved by the City's final determination may file an appeal with the Permit Center within 14 days of the mailing of the final determination. All appeal applications must be submitted by 5:00 pm on 16 August 2010.

RESPONSIBLE OFFICIAL:
POSITION/TITLE:

Keith Niven, AICP
Program Manager, MDRT
Public Works Engr Department
1775 – 12th Avenue NW
Issaquah, Washington 98027
(425) 837-3430

DATE ISSUED: 3 August 2010

SIGNATURE:

NOTE: this determination does not constitute approval of the proposal. The proposal will be reviewed for and required to meet all appropriate City development requirements.

Exhibit 1: Final Staff Evaluation for Environmental Checklist (SEP10-001WS)
Exhibit 2: WSDOT TDR Receiving Area Parcel map
Exhibit 3: Conceptual Mountain Bike Skills Course

FINAL STAFF EVALUATION FOR ENVIRONMENTAL CHECKLIST SEP10-001WS

Date: 19 July 2010, revised 2 August 2010

Project Name: 7th Amendment to the 2-Party Issaquah Highlands Development Agreement, 3rd Amendment to the Grand Ridge Joint Agreement (3-Party) and WSDOT TDR Development Agreement

Applicant: Port Blakely Communities (425) 391-4700
1011 NE High Street, Suite 200
Issaquah, WA 98029

Contact: Judd Kirk (206) 225-2306
Port Blakely Communities
1011 NE High Street, Suite 200
Issaquah, WA 98029

Location: The Checklist covers 3 properties: Issaquah Highlands; and, a TDR receiving site of 35 acres + 2 acres of adjacent protected property that could be used for a mountain bike skills course and parking. A third site, a potential TDR sending site that will be retained as permanent open space, is part of the proposal but is not discussed within the Environmental Elements as there is no proposed impact to that property as it will be preserved in its current state as open space via a conservation easement and all developmental rights will be transferred elsewhere in the City.

- Exhibit 1 – Issaquah Highlands
- Exhibit 2 – TDR Receiving site
- Exhibit 3 – Potential TDR Sending sites

Within Issaquah Highlands, a specific property (Parcel D) is discussed within some of the elements as the property is being entitled through this action. Parcel D is located south of Park Drive, east and west of a southerly extension of 15th Avenue.

Legal Description (TDR Receiving site only):

That portion of the northwest quarter and the northwest quarter of the northeast quarter of Section 26, Township 24 North, Range 6 East, W.M., in King County, Washington, described in Stipulated Judgment and Decree of Appropriation, Cause No. 778896 in the Superior Court for the State of Washington, King County, recorded at Reel 974, Page 2016 Records of King County and in Stipulated Judgment and Decree of Appropriation Cause No. 778959 in the Superior Court for the State of Washington, King County dated March 7, 1978 described as follows:

BEGINNING at the north quarter corner of said Section 26; thence S89°46'59"W, along the north line of said northwest quarter, 965.38 feet to the east line of the Final Plat of Issaquah Highlands South Expansion, according to the plat thereof recorded in Volume 250 of Plats at pages 039 through 042, inclusive, recorded under Recording No. 20081216000515, records of said County, said line being the City Limits of Issaquah (Urban Growth Boundary) as established in City of Issaquah Ordinance No. 2112; thence the following twelve (12) courses and distances along said line;

thence S 39°37'00" W 238.45 feet;
thence S 50°20'45" W 257.78 feet;
thence S 24°30'45" W 211.17 feet;
thence S 02°39'30" E 289.80 feet;
thence S 27°24'50" W 227.45 feet;
thence S 68°00'20" W 233.56 feet;
thence S 87°44'30" W 294.32 feet;
thence S 72°11'00" W 82.47 feet;
thence S 44°02'20" W 145.88 feet;
thence S 17°10'00" W 338.18 feet;
thence S 31°20'40" W 299.68 feet;
thence S 48°26'00" W 239.30 feet;

thence S 77°17'44" E 312.49 feet; thence S 88°07'07" E 290.35 feet; thence N 50°46'46" E 54.23 feet to the west line of Northwest Pipeline Easement (El Paso Natural Gas Line Easement) recorded under Cause No. 492642; thence N 22°06'52" W, along said west line, 58.74 feet;

thence N 15°17'14" W 273.29 feet;
thence N 04°19'06" W 200.00 feet;
thence N 06°16'43" E 287.98 feet;
thence N 85°40'54" E 215.00 feet;
thence S 04°27'50" E 457.63 feet;
thence N 85°32'10" E 157.78 feet;
thence N 47°29'38" E 24.18 feet;
thence N 56°44'11" E 46.78 feet;
thence N 60°45'25" E 10.63 feet;
thence N 64°52'04" E 73.31 feet;
thence N 71°46'36" E 18.01 feet;
thence N 78°38'16" E 64.78 feet;
thence N 52°55'39" E 47.31 feet;
thence N 06°41'09" W 47.37 feet;

thence N 19°30'35" W 44.44 feet;
thence N 23°46'27" W 35.81 feet;
thence N 34°27'19" W 37.38 feet;
thence N 29°41'35" W 14.76 feet;
thence N 21°13'13" W 14.76 feet;
thence N 12°45'13" W 14.76 feet;
thence N 04°17'13" W 14.76 feet;
thence N 01°22'11" E 73.72 feet;
thence N 06°43'10" E 14.84 feet;
thence N 15°13'45" E 14.84 feet;
thence N 23°44'21" E 14.84 feet;
thence N 32°11'17" E 14.84 feet;
thence N 37°26'29" E 40.08 feet;
thence N 31°03'31" E 51.01 feet;
thence N 21°57'39" E 91.05 feet;
thence N 25°22'30" E 94.55 feet;
thence N 09°09'27" W 120.20 feet;
thence N 02°39'16" W 277.04 feet;
thence N 24°30'37" E 169.81 feet;
thence S 88°59'19" E 230.70 feet;
thence S 01°00'41" W 600.00 feet;

thence N 88°02'12" E 727.03 feet to a point 100.00 feet westerly of and perpendicular to the west line of the Bonneville Power Administration Easement as described in U.S. District Court Cause No. 4035, and shown on United States Department of Interior Map titled "Chief Joseph – Covington No. 1, approved for right of way July, 1955;
thence N 19°32'07"E, parallel with said easement, 870.00 feet;
thence S 86°22'00" E 259.95 feet to the east line of said easement;
thence N 19°32'07" E, along said east line, 220.00 feet to the north line of the northeast quarter of Section 26; thence N 86°22'00" W, along said north line, 283.55 feet to the POINT OF BEGINNING.

Contains: 1,524,667± square feet (35.00± acres)

Parcel Size: Issaquah Highlands Development: approximately 600 acres
TDR Receiving Site: 35 acres (1,524,600 sq. ft.)
TDR Sending Site: in excess of 100 acres

Proposal: The proposal evaluated under this Threshold Determination includes the following:

- Modification to the 2-Party and 3-Party Development Agreements for Issaquah Highlands
- Adoption of a new Development Agreement (WSDOT TDR Development Agreement)
- Preserved Open Space land under Conservation Easement (Exhibit 4): a minimum of 144 acres
- New Issaquah Highlands entitlement (up to 500 residential units) and all implementing approvals necessary to include them within the Issaquah Highlands Development Agreement
- WSDOT TDR Receiving Area – 35 acres of land to be developed for urban development (e.g. logging, clearing, grading, water system upgrades, sewer improvements & extension, stormwater infiltration and conveyance facilities (both on site and off), parcel development, etc.).
- New up to 410 ERU (Equivalent Residential Unit) entitlement to be located on the Receiving Area and all implementing approvals necessary for their development under the terms of the proposed WSDOT TDR Development Agreement.
- Transportation improvements
- Trails and park improvements
- Construction of a mountain bike skills course and up to 40 paved parking spaces on approximately 2.7 acres of Preserved Open Space land
- Up to 50 Affordable Housing units and all implementing approvals necessary for their development
- Legislative decisions necessary to implement the WSDOT TDR Development Agreement

Existing Zoning: Issaquah Highlands is zoned Urban Village

The WSDOT TDR Receiving Area is currently in King County and is subject to the King County zoning code. The current zoning on the site is RA-5-P/RA-5-P-SO or Rural Area Residential at one dwelling unit per five acres.

Proposed Zoning: For the WSDOT TDR property, Urban Village (UV) is anticipated to be applied to the property following annexation into the City. No changes are expected for Issaquah Highlands.

Comprehensive Plan Designation: The WSDOT TDR property is currently designated Rural Residential per the King County Comprehensive Plan Land Use map, but has been included in the 2010 City Comprehensive Plan Amendments.

No proposed Comprehensive Plan change for Issaquah Highlands is necessary.

A. BACKGROUND:

Pursuant to WAC 197-11-340(2), the City is required to send any DNS which may result from this environmental review, along with the checklist, to DOE, the US Army Corps of Engineers, other agencies with jurisdiction, affected tribes and interested parties. Therefore, the City will not act on this proposal for 14 days after the DNS issuance.

Phasing

All new development enabled with this proposed action would be developed under 1 phase which will likely take multiple years, commencing in 2011.

Environmental Information

Other environmental studies prepared for this evaluation or previously prepared which provide information and/or analysis relevant to the proposal includes:

- Grand Ridge EIS – 1995. The Draft & Final EIS for Grand Ridge (Issaquah Highlands). The document identified the preferred alternative and the mitigations necessary for project completion.
- Interstate 90 South Sammamish Plateau Access Road and Sunset Interchange Modifications- 1999. The Final EIS detailed the transportation improvements that became the Sunset Interchange with I-90 and the Highlands Drive-9th Avenue Couplet.
- Coal Mine Critical Area Study, Icicle Creek Engineers, Inc., 7 April 1999 (SEP99-001IH)
- Revised Action Memo dated 23 March 2000.
- TRANSPO Phase IC Traffic Analysis, February 2002
- TRANSPO Issaquah Highlands Town Center Traffic Operations Report – Update, 12 October 2007
- Nelson/Nygaard, 3rd Draft Memorandum, *Trip Generation Projection for New Development*, 3 October 2008.
- Nelson/Nygaard, 1st Draft Memorandum, *Cost Estimation of Traffic Reduction Measures*, 6 October 2008.
- MDRT, Sight Distance Memorandum, 12 July 2010.

Additional Approvals

Additional approvals are required as a part of this proposal including King County approvals of the 3-Party Amendment (2010), King County Comprehensive Plan Amendment (2010), Boundary Review Board (2011). Additional City approvals include Comprehensive Plan and Zoning Amendments (2010), annexation (2011) of the WSDOT TDR Receiving Area, approval of the 3-Party Amendment and the 2-Party Amendment (2010), approval of the WSDOT TDR Development Agreement, and recordation of a new Conservation Easement (2010) for the 78-acre area and a 2nd Conservation Easement for the 100+ acre area (2011).

Additional City permits will be required for future land clearing and development of the 35 acres located within the WSDOT TDR Receiving Area. Additional analyses such as critical areas studies and geo-technical analyses will also be required related to future development proposals.

Guiding Documents

SEPA authority shall be based on the City's Comprehensive Plan and the Planning Goals for Issaquah Highlands found within the 2-Party Development Agreement.

B. ENVIRONMENTAL ELEMENTS:

1. Earth:

The impacts to the Earth environment for Issaquah Highlands were evaluated with the Grand Ridge EIS. The addition of up to 550 residences will occur in parcels that have already been cleared (except for Parcel D – 2 acres) and is expected for urban development and will not result in any additional Earth impacts. The clearing of Parcel D should match the protections placed on the WSDOT TDR Receiving Area (described below)

The 1973 US Department of Agriculture Soil Conservation Service's "Soil Survey for the King County Area, Washington", classifies the WSDOT TDR Receiving Area's underlying soil as Alderwood (AgC and AgD) and Everett (EvC and EvD) series. This site soils have the following characteristics:

General Characteristics:

The Alderwood series soils are moderately well drained, moderately deep, undulating to hilly soils that formed on glacial till on upland areas and terraces. These soils typically consist of very gravelly sandy loam to very gravelly fine sandy loam. Alderwood soils are often associated with seasonable high water tables because the underlying till acts as an aquiclude (infiltration barrier).

The Everett series consists of very deep, somewhat excessively drained soils formed in glacial outwash or alluvium with an admixture of volcanic ash on terraces, moraines, and terrace escarpments. Slopes for this soil are gentle to steep.

Depth to bedrock

Both the Alderwood and Everett series consist of soils that are moderately deep to very deep, formed on glacial till/glacial outwash or alluvium. Therefore, depth to bedrock is moderately deep to very deep. Shallow bedrock may necessitate costly excavations for foundations, roads, utilities, and so on; and, may pose significant drainage, erosion and slippage problems during rainy seasons because of the restricted flow of water. This does not appear to be an issue with either of the soil types present at the WSDOT TDR Receiving Area.

Depth to cemented pan

The Alderwood series consists of moderately deep to a cemented pan. The Everett series consists of a deep to very deep to a cemented pan. Depth to a cemented pan relates to the ease and amount with which site excavation can occur. This does not appear to be an issue with either of the soil types present at the WSDOT TDR Receiving Area.

Shrink-swell

Both the Alderwood and Everett gravelly sandy loam soils have a low shrink-swell potential. Soils with a high shrink-swell capacity expand and contract with the water content of the soil. The most common problems associated with building on these soils are structural damage and cracking of walls, foundations and utility lines. This does not appear to be an issue with either soil types present at the WSDOT TDR Receiving Area.

Depth to high water table

Water tables within six feet of the surface pose many potential problems, including destabilization of building foundations, soil erosion and septic tank failure. The depth to groundwater in the Everett soil series can range from 0 to 17 feet. Alderwood soils are often associated with seasonable high water tables because the underlying till acts as an aquiclude (infiltration barrier).

Slope

According to the SCS, slopes greater than 25% are unsuitable for development and slopes greater than 15% have severe development limitations. Soils on steep slopes have a high tendency to erode if disturbed and the potential for slumping under the weight of development is great. Alderwood soils can present a number of

development limitations, depending on the slope. Lateral subsurface flows on or near steep slopes can create erosion and landslide problems. For the Alderwood Gravelly Sandy Loam (AgC) with 6-15% slopes, soil permeability is moderately rapid in the surface layer and subsoil and very slow in the substratum, with slow to medium runoff. Alderwood Gravelly Sandy Loam (AgD) with 15 to 30% slopes has the characteristics of medium runoff but can present severe limitations for development/erosion hazard.

Everett gravelly sandy loam soils present slight to moderate limitations for building foundations where slopes are greater than 8 percent; severe limitations for shallow excavations due to excessive gravel; and hazard for piping due to the low compressibility and pervious nature when compacted.

The WSDOT TDR Receiving Area has portions of the site with slopes $\geq 40\%$, primarily adjacent to the PSE/Williams utility corridor (Exhibit 5). Areas containing steep slopes, and associated with the AgD Alderwood series and the EvD Everett series, are not planned for development. These soils tend to be associated with the Class II wetlands, EF23 and EF 20, located adjacent to the southern portion of the WSDOT 2 TDR Receiving Area. These areas are located within the approximately 43 acres planned to be preserved as permanent open space through a conservation easement.

Erosion Potential

The erosion potential or erodibility of soils is generally a function of soil texture and cohesiveness, vegetation, slope and the frequency and intensity of precipitation and wind. Alderwood soils associated with steeper slopes (AgD--15 to 30%) present severe limitations for development/erosion hazard and can present a number of development limitations. Lateral subsurface flows on or near steep slopes can create erosion and landslide problems as discussed above under the slope discussion.

Abandoned Coal Mines

A portion of the 35-acre site is underlain by historic coal mines. Prior to grading activities within Issaquah Highlands, the City requested Port Blakely to conduct additional geotechnical investigations to determine both the accuracy of the Coal Mine mapping and the belief that the mines had been fully collapsed.

Permeability

Alderwood gravelly sandy loam, 6 to 15 percent (AgC) has moderately rapid permeability in the surface layer and subsoil and very slow in the substratum. Available water capacity is low. Runoff is slow-to-medium and the hazard for erosion is moderate. Permeability is a factor in development as it relates to pollutants and risks to groundwater quality. If permeability is too high, pollutants will travel too rapidly through it to be purified therefore causing a risk to the groundwater and nearby wells.

It is likely that grading and excavation activities will be necessary on site for the WSDOT TDR Receiving Area (35 acres). If the on-site soils are found to be not appropriate for urban development, a maximum of 300,000 cubic yards structural material may need to be imported to the site. The source of the fill will likely be outside of Issaquah Highlands. Loose soil, disrupted during site construction activities, creates the potential for erosion and soil displacement. Without proper erosion and sedimentation control measures in place prior to the commencement of construction activities, there is a potential for adverse impacts to occur on earth resources. Exposed soils following development could result in erosion impacts and the spread of invasive plant species.

Appropriate measures shall be taken to ensure that construction operations do not result in erosion and sedimentation impacts on water quality and on nearby drainage courses. The applicant shall comply with the City's TESC and wet weather construction requirements.

Overcleared areas shall be restored with vegetation (including trees) to minimize erosion impacts.

The applicant shall minimize impacts to existing roads and residents during clearing and grading activities. The applicant shall be required to submit a haul plan to minimize impacts to the existing residents and the local road network.

The applicant shall provide a geotechnical analysis prior to any grading activities to demonstrate soils are compatible with proposed development plans.

Natural grades shall be preserved where possible and fills shall not exceed 12 feet. Retaining walls, if needed, shall not exceed 15 feet.

Where development is proposed over Coal Mine Hazard Areas, mitigation measures shall be incorporated into site and building construction.

Design the mountain bike skill course and parking to contain all sediment from exposed soils.

Applicable Issaquah Comprehensive Plan policies adopted for the exercise of substantive SEPA authority are noted as follows:

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

- 1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;
- 1.1.3 Preserve the natural forested character of Issaquah by:
 - 1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within clusters permitted on hillsides to preserve the forested hillside view from the valley
 - 1.1.3.2 Minimizing tree disturbance and clearing during site preparation;
 - 1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;
 - 1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;
- 1.1.7 Prohibit the inappropriate conversion of undeveloped land into sprawling, low density development through clustering uses and structures, on-site density transfers, and considering the establishment of minimum densities;
- 1.1.8 Require protection of critical areas. "Critical Areas" include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas, as defined in RCW 36.70A.030 (5);
- 1.1.10 Implement the critical areas regulations by focusing future growth in the following:
 - 1.1.10.1 Areas with no or minimal environmentally critical areas;
 - 1.1.10.2 Vacant platted lots in areas with existing public facilities;
 - 1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and
 - 1.1.10.4 Areas where clustering development can protect environmentally critical lands.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

2. Air:

Air pollution is the presence of air-borne residuals such as dust, fumes, and smoke at levels causing injury to life and/or property. Air quality is regulated by the Environmental Protection Agency, Washington Department of Ecology, the Puget Sound Air Pollution Control Agency and through local policy direction.

Air Impacts also include Climate Change and the introduction of greenhouse gases. A worksheet provided by King County is attached as Exhibit 7. Short-term impacts on air quality are construction related such as excavation operations, removal of vegetation and site materials, and site modification work for those areas subject to future clearing and development. During these clearing and grading activities, it is likely that there will be a short-term increase in local particulate levels from construction equipment as well as from disturbed soils. Construction activity will also contribute to increased carbon monoxide levels resulting from the operation of construction machinery and construction vehicle access to the site.

Longer-term impacts due to vehicle emissions and the release of emissions from buildings will vary in level according to the amount of traffic generated in the future, and from the specific land uses and operations of future building construction. It is anticipated that the project will contribute to the cumulative effects of increased air pollution through an increase in vehicular trips to the area. Airborne emissions will result from the additional 960 ERU's and from the additional street miles developed within the developable 35-acre area. Further, removal of site vegetation on the 35 acres within the WSDOT TDR Receiving Area will reduce the area's ability to filter suspended particulates. However, mitigation measure integrated as a part of the project to improve non-vehicular transportation options will help to minimize some of the cumulative impacts. These measures are further described in greater detail under the recreation and transportation discussions. Retaining trees and replanting will help mitigate impacts from vegetation removal.

In addition to trip reduction strategies, it is anticipated that residential construction on the WSDOT TDR Receiving Area will be built to a minimum of 4-Star Built Green. Built Green construction addresses air quality by ensuring construction techniques and selected materials use low-VOC and low or non-toxic materials, which can reduce toxins, thereby increasing indoor air quality in a home. In addition, by promoting the use of local materials, transportation related air quality impacts are minimized during the construction phase. By integrating pedestrian access and access to mass transit, projects can encourage the decreased use of automobiles, thereby reducing our foreign oil consumption and helping maintain cleaner air outdoors.

With these project activities, it is not anticipated that the increased traffic or diminished filtering capability will cause a significant, long-term adverse impact on the surrounding area.

Parcel logging shall not be allowed in advance of an approved land use permit for the property.

Over-cleared areas shall be restored with vegetation (including trees) to minimize erosion impacts and the establishment of invasive plant species. Replanted areas shall be guaranteed for a 3-year establishment period.

All cleared areas not otherwise used for site improvements will be restored with native plants and guaranteed through a 3-year establishment period.

Provide a transition or buffer area between development parcels and the forested open space to the south of the TDR Receiving Area to reduce development property/forest adjacency and to allow for increased separation from occupied structures and the forested edge consistent with that shown in Exhibit 2. This buffer can be utilized for stormwater infiltration as part of the LID solution for the project.

Build all new residences to 4-Star Built Green, or its equivalent.

Build non-residential development incorporating green building features aimed at reducing energy and carbon impacts.

Look for opportunities to reuse construction materials and to purchase locally-produced products.

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;

1.1.3 Preserve the natural forested character of Issaquah by:

1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within clusters permitted on hillsides to preserve the forested hillside view from the valley

1.1.3.2 Minimizing tree disturbance and clearing during site preparation;

1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;

1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;

1.1.7 Prohibit the inappropriate conversion of undeveloped land into sprawling, low density development through clustering uses and structures, on-site density transfers, and considering the establishment of minimum densities;

1.1.10 Implement the critical areas regulations by focusing future growth in the following:

1.1.10.1 Areas with no or minimal environmentally critical areas;

1.1.10.2 Vacant platted lots in areas with existing public facilities;

1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and

1.1.10.4 Areas where clustering development can protect environmentally critical lands.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

3. Water:

The impacts to the Water environment for Issaquah Highlands were evaluated with the Grand Ridge EIS. The incorporation of these units shall not result in additional impervious surface. The addition of up to 550 residences will not result in any additional Water impacts. Parcel D, although not currently cleared, has been designed to be part of the Issaquah Highlands stormwater system.

The WSDOT TDR Receiving Area is adjacent to two (2) wetlands/streams, EF-20 and EF-23. These are Class II wetlands and streams and were described in the Grand Ridge EIS. The wetlands are located adjacent to the developable 35-acre area. The critical areas and their associated buffers will be protected and placed in open space tracts if they extend into any of the development areas. Any development near or in environmentally sensitive areas would be subject to provisions and requirements of the Critical Area Regulations of the development agreement. It is anticipated that some clean stormwater will be infiltrated locally and/or drained to these wetlands to maintain wetland hydrology.

The 2-acre protected property that might be utilized for a mountain bike skills course is under the BPA corridor, but generally covered by vegetation except for the dirt access road. Clearing the vegetation and paving will result in an increase in stormwater runoff.

Removal of tree canopy coupled with the addition of the building and paved areas will result in an increase in stormwater runoff from the property. It is anticipated that a portion of the stormwater generated from impervious surfaces and tree removal will be infiltrated locally or will be collected, detained, treated, and piped to a discharge point. The stormwater plan will avoid consolidation of stormwater and will seek to locally infiltrate to the extent possible.

Construction activities combined with the addition of impervious surfaces create the potential for water quality degradation. As with all paved, developed areas, this site will contribute some pollutants to ground and surface waters as the pollutants are washed off impervious surfaces into the storm drainage system. Pollutants which accumulate on paved surfaces include heavy metals, petrochemicals, and other potentially-harmful substances. Runoff from parking and access drives will be infiltrated locally or collected, detained, treated, and piped to a discharge point within the East Fork basin.

The WSDOT TDR Receiving Area shall be designed to be compliant with the currently City-adopted Stormwater Manual, CARA and Sensitive Lakes Enhanced Basic Water Quality Treatment Requirements.

A hydrologic evaluation of the wetlands is required prior to development to determine the quantity of stormwater that may be tributary to the critical areas without causing impacts.

The wetlands/streams must be re-delineated prior to any construction activities.

The applicant will monitor wetland buffers and forested edges for tree blow downs following clearing of adjacent areas for 3 years. Should it be found that the wetland buffers are impacted from blow downs, the applicant will plant evergreen trees at a ratio consistent with IMC 18.12.1390.

The applicant shall minimize slope and surface disturbances for the construction of any discharge pipe from the stormwater pond that is needed. Stormwater improvements shall be in place prior to approval of land use permits.

The applicant shall incorporate the use of Low Impact Development (LID) techniques to distribute and minimize engineered stormwater facilities.

Provide a minimum of 12" of topsoil to planted areas to facilitate localized infiltration.

No untreated stormwater from unclean surfaces shall enter either the North or East Forks of the Issaquah Creek.

Stormwater runoff from the mountain bike course will be infiltrated.

Trail design will be minimized and buffer impacts from the planned trail crossing the EF23 buffers will be fully mitigated

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;

1.1.8 Require protection of critical areas. "Critical Areas" include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas, as defined in RCW 36.70A.030 (5);

1.1.8.2 Maintain adequate forested and vegetative buffers along critical areas, riparian areas and fish and wildlife habitat areas

1.1.8.3 Critical Area protection shall include measures for a net improvement in Critical Area functions in the review of new development and for re-development.

1.1.10 Implement the critical areas regulations by focusing future growth in the following:

1.1.10.1 Areas with no or minimal environmentally critical areas;

1.1.10.2 Vacant platted lots in areas with existing public facilities;

1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and

1.1.10.4 Areas where clustering development can protect environmentally critical lands.

Policy L-1.2 Balance: Balance urban development and the health and safety of citizens against the value associated with the protection of the natural environment, significant trees and environmentally critical areas;

1.2.3 Ensure that all development is consistent with the City's vision through the implementation of the Land Use Code, critical areas regulations and other development regulations.

Policy U-4.6 Land Use and Critical Area Regulations

4.6.1 Regulate the location and characteristics of new development to reduce impacts on "Critical Areas" include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas. using methods such as:

4.6.1.1 Encourage development proposals that incorporate stormwater design principles of low impact development;

4.6.1.2 Support development of land use regulations that promote open space retention and reduce impervious surface areas to lessen stormwater impacts and improve aquifer recharge;

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

4. Plants:

The impacts to the Plant environment for Issaquah Highlands (including Parcel D) were evaluated with the Grand Ridge EIS. The addition of up to 550 residences and the clearing of Parcel D will not result in any additional Plant impacts.

The proposed action will remove approximately 30+ acres of mixed coniferous and deciduous forest within the WSDOT TDR Receiving Area. Coniferous/deciduous forest type includes western hemlock, western red cedar, and Douglas fir. Big leaf maple and red alder are the dominant deciduous species found on the site. Understory vegetation is typically dense in most locations with sword fern, Oregon grape, red huckleberry, salal, and salmonberry (wetter locations).

Although the 35-acres within the WSDOT TDR Receiving Area will be mostly cleared, this project includes a minimum of 144 acres of undisturbed land located adjacent to the receiving site and elsewhere in the City as part of the sending property which will be preserved as forested open space. Only limited clearing will occur within these 144 acres as allowed through the proposed Conservation Easement. Within the TDR Receiving Area, native plants will be reintroduced as part of landscaping. Hazard trees along the clearing limits could become an issue for the developed area.

The applicant shall integrate native plants in streetscapes and common areas within the developed areas to soften the impact associated with the loss of trees and vegetation.

All cleared areas not used for site improvements will be restored with native plants and guaranteed through an establishment period.

Provide a transition or buffer area between development parcels and the forested open space to the south to allow for increased separation from occupied structures and the forested edge.

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

- 1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;
- 1.1.3 Preserve the natural forested character of Issaquah by:
 - 1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within clusters permitted on hillsides to preserve the forested hillside view from the valley
 - 1.1.3.2 Minimizing tree disturbance and clearing during site preparation;
 - 1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;
 - 1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;
- 1.1.7 Prohibit the inappropriate conversion of undeveloped land into sprawling, low density development through clustering uses and structures, on-site density transfers, and considering the establishment of minimum densities;
- 1.1.8 Require protection of critical areas. "Critical Areas" include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas, as defined in RCW 36.70A.030 (5);
- 1.1.10 Implement the critical areas regulations by focusing future growth in the following:
 - 1.1.10.1 Areas with no or minimal environmentally critical areas;

- 1.1.10.2 Vacant platted lots in areas with existing public facilities;
- 1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and
- 1.1.10.4 Areas where clustering development can protect environmentally critical lands.

Policy L-1.4 Mountains to Sound Greenway: Support the goals of the Mountains to Sound Greenway Project.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Provide wildlife linkages, wildlife corridors and natural areas
- Create landscaping standards utilizing site-specific, water-wise methods that promote biofiltration and aquifer recharge.
- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

Guiding Principle #9—Economy and Serviceability. To economically produce safe, efficiently maintain,, and efficiently serviced public infrastructure.

- Simple and serviceable environmental mitigation and monitoring systems.
- Adequate safe, and reasonable circulation infrastructure to accommodate anticipated use with a minimum of paving.

5. Animals:

The impacts to the Animals environment for Issaquah Highlands were evaluated with the Grand Ridge EIS. The addition of up to 550 residences will not result in any additional Animals impacts.

For the WDOT TDR Receiving Area, the site likely provides habitat for a variety of birds and mammals such as hawks, eagles, songbirds, deer, bear and small mammals. The East Fork is habitat to Chinook salmon and bull trout.

The proposed project would, for practical purposes, eliminate the habitat value of 30+ acres of the WSDOT TDR Receiving Area. As the property remains adjacent to a large forested area, the likelihood for human-animal encounters will increase. The site is not part of a known migration route, however, is identified as a likely wildlife corridor.

Provide animal-resistant trash containers for multi-family or institutional uses

Provide animal resistant trash containers along trails

Provide trail signage aimed at educating the public as to how to cohabitate with wildlife and to conserve and protect their natural habitat.

Provide wildlife crossing signs where new roads are surrounded by open space.

Provide water flows into the East Fork to not jeopardize fish populations.

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

- 1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;

- 1.1.3 Preserve the natural forested character of Issaquah by:

- 1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within clusters permitted on hillsides to preserve the forested hillside view from the valley

- 1.1.3.2 Minimizing tree disturbance and clearing during site preparation;
- 1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;
- 1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;
- 1.1.7 Prohibit the inappropriate conversion of undeveloped land into sprawling, low density development through clustering uses and structures, on-site density transfers, and considering the establishment of minimum densities;
- 1.1.8 Require protection of critical areas. "Critical Areas" include the following areas and ecosystems: (a)Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas: and (e) geologically hazardous areas, as defined in RCW 36.70A.030 (5);
- 1.1.10 Implement the critical areas regulations by focusing future growth in the following:
 - 1.1.10.1 Areas with no or minimal environmentally critical areas;
 - 1.1.10.2 Vacant platted lots in areas with existing public facilities;
 - 1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and
 - 1.1.10.4 Areas where clustering development can protect environmentally critical lands.

Policy L-1.4 Mountains to Sound Greenway: Support the goals of the Mountains to Sound Greenway Project.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Provide wildlife linkages, wildlife corridors and natural areas
- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

Sustainability, Stewardship and Resource Goal: Provide for the growth of a thriving human community functioning within a sustainable and sustaining symbiosis with the natural environment.

Objective: Accommodate wildlife habitat in substantial integrated natural open space within Issaquah Highlands and linked to surrounding habitat.

6. Energy and Natural Resources:

The impacts to Energy and Natural Resources have been evaluated for Issaquah Highlands and no further impacts to this environment are expected.

The 35 acre developable area will be serviced by electricity and natural gas. All residences within the WSDOT TDR Receiving Area will be built to a minimum of 4-Star Built Green. The Built Green program integrates the use of energy efficient products and materials in the construction of the material and employs techniques such as passive solar design, reducing heat loss in a home, etc. In addition, if there are opportunities for incorporation of solar, condensed natural gas, or ground source heating, the applicant shall be encouraged to consider these options.

Build all new residences to 4-Star Built Green, or its equivalent.

Build non-residential development incorporating green building features aimed at reducing energy and carbon impacts.

Look for opportunities to reuse construction materials and to purchase locally-produced products.

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

Policy U-6.3 Alternative Technologies. Facilitate the conversion to cost effective and environmentally sensitive alternative technologies and energy sources by:

- 6.3.1 Facilitating/encouraging conservation of resources by conserving the use of electric

energy and fuel in facilities, and adopting practical and cost effective energy building codes.
6.3.2 Encouraging the public to conserve electrical energy through public education.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Encourage restoration, conservation, reduction, reuse, and recycling of site and landscape materials throughout the construction and operation of the project.

7. Environmental Health:

The Environmental Health impacts for Issaquah Highlands were evaluated with the Grand Ridge EIS. The addition of up to 550 residences will not result in any additional impacts on Environmental Health. The Issaquah Highlands property CC&R's limits the use of pesticides and herbicides in the Highlands.

The WSDOT TDR Receiving Area is located proximate to I-90. Short term noise impacts will be generated from construction activities—logging, grading, and building construction activities. Construction noise levels will vary depending on the specific equipment and activities. Noise levels can be expected to range from 80-90 decibels (dBA) measured at a distance of 50 feet from the source. Short term noise impacts will be limited to areas of active construction. Construction related activities shall only occur between the hours of 7:00 a.m. and 7:00 p.m. on weekdays. No work is anticipated on the weekends or evenings.

Long term noise impacts will result from a greater intensity of use in the developed portions of the site and on the recreational facilities constructed with this proposal. It is likely that the noise level on-site will be higher based on the addition of residential units and recreational fields and from the removal of the vegetation from the site. However, it is not anticipated that this increase in noise level will cause a negative environmental impact. Recreational fields will be subject to City Parks and Recreation park hours of operation. Land uses are not expected to generate any more noise than those already permitted in Issaquah Highlands. No adverse Environmental Health impacts are anticipated from this proposal.

8. Land and Shoreline Use:

The up to 550 units proposed for addition into Issaquah Highlands will fit within the existing building heights and densities approved for the currently-undeveloped properties. No impacts to Land Use are expected.

The WSDOT TDR Receiving Area is currently undeveloped and in a natural state. The land use north and west of the property is either developed or undeveloped land within Issaquah Highlands. East of the property is Central Park and south of the property is I-90. The property is currently designated Rural Residential per the King County Comprehensive Plan Land Use map and subject to the King County zoning code. The current zoning on the site is RA-5-P/RA-5-P-SO or Rural Area Residential at one dwelling unit per five acres.

With the proposal, the property would be developed to densities similar to those found in Issaquah Highlands and subject to the requirements of a development agreement. The overall vision for the property is a compact, pedestrian-friendly, all residential or residential/institutional development that would have a direct relationship with Issaquah Highlands. The project, as proposed, would potentially include residential, institutional and recreational development.

The WSDOT TDR Receiving Area has been configured to keep development out of the known steep slopes and wetlands. However, there may be unmapped areas containing sensitive areas and their associated buffers will be protected. The Critical Area regulations in the development agreement will ensure that sufficient protections are in place.

To address coal mine hazards, the applicant shall adopt the coal mine hazard standards for Central Park (Appendix B, Part 4, Section 4.1—Southern Area Coal Mine Development Standards).

Applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

9.1 LAND USE GOAL: Establish a pattern of development that maintains and enhances the quality of life within the community and sets the framework for a sustainable community by addressing

environmental, economic and social issues by:

- 9.1.1 Protecting Issaquah's natural environment and scenic beauty;
- 9.1.2 Creating a diversity of high quality places to live, work, shop and recreate;
- 9.1.3 Providing for active public participation;
- 9.1.4 Requiring provision of the City's level of service for public services and public facilities and concurrent transportation facilities as a requirement of development approval within the City's Urban Growth Area;
- 9.1.5 Requiring multi-modal transportation as a key to a successful land use pattern which emphasizes pedestrian orientation, supports transit service, reduces the consumption of land and concentrates development;
- 9.1.6 Annexing areas within the City's Urban Growth Area to ensure compatibility with City standards and development regulations while providing for provision of the City's level of service for public services, public facilities and concurrent transportation facilities.
- 9.1.7 Incorporating Sustainable Community Development as an integral part of all City and Community functions to ensure Issaquah's ability to meet future needs.

OBJECTIVE L-1: Natural Environment and Amenities: Land uses within the City shall maintain and enhance the natural environment and amenities of the City and surrounding area.

Policy L-1.1 Maintain and enhance the natural environment: The Land Use Code shall maintain and enhance the natural environment and amenities to:

- 1.1.2 Require clustering of buildings within developments to provide the maximum consolidated pervious surface, open space, efficient extension of urban services, and protection of critical areas and their buffers;
- 1.1.3 Preserve the natural forested character of Issaquah by:
 - 1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within clusters permitted on hillsides to preserve the forested hillside view from the valley
 - 1.1.3.2 Minimizing tree disturbance and clearing during site preparation;
 - 1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;
 - 1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;
 - 1.1.3.5 Balancing the use of minimal grades to minimize visual impacts on roadway and utility corridors with the desire to minimize vegetative clearing and with other environmental goals;
 - 1.1.3.6 Promoting the use of colors and textures which blend with the natural setting;
 - 1.1.3.7 Locating buildings and other improvements away from prominent lines of sight from the valley floor.
- 1.1.6 Consider off-site transfer of development rights, on-site density transfers and variances to protect the property rights of landowners with critical areas; and as an incentive for protecting forested hillsides that are not defined as "steep slopes" by the Land Use Code;
- 1.1.7 Prohibit the inappropriate conversion of undeveloped land into sprawling, low density development through clustering uses and structures, on-site density transfers, and considering the establishment of minimum densities;
- 1.1.8 Require protection of critical areas. "Critical Areas" include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas, as defined in RCW 36.70A.030 (5);
 - 1.1.8.2 Maintain adequate forested and vegetative buffers along critical areas, riparian areas and fish and wildlife habitat areas
 - 1.1.8.3 Critical Area protection shall include measures for a net improvement in Critical Area functions in the review of new development and for re-development.
 - 1.1.8.4 Include aquifer recharge areas as an element of the critical areas, riparian areas and fish and wildlife habitat areas.
 - 1.1.8.5 Include aquifer recharge areas as an element of the critical area regulations and require stormwater infiltration.
 - 1.1.9 Work with the appropriate jurisdictions to address issues related to water levels of the North Fork of Issaquah Creek in the summer months.
 - 1.1.10 Implement the critical areas regulations by focusing future growth in the following:
 - 1.1.10.1 Areas with no or minimal environmentally critical areas;
 - 1.1.10.2 Vacant platted lots in areas with existing public facilities;

- 1.1.10.3 Areas where infill and redevelopment can occur with less environmental impacts due to the degree of existing development; and
- 1.1.10.4 Areas where clustering development can protect environmentally critical lands;

OBJECTIVE L-3: Neighborhoods: The City's residential areas shall reflect a variety of neighborhood types, lifestyles and community amenities.

OBJECTIVE L-5: Regional Coordination and Annexation: Use the Countywide Planning Policies as a basis for regional coordination and land use decisions. Pursue the annexation of the City's Potential Annexation Areas to accommodate the City's projected growth, apply the City's development and environmental regulations, and provide efficient services to the Issaquah community.

Policy L5.1: Adjacent Rural Areas: Work with King County, the City of Sammamish, and the State of Washington to ensure that the Black Nugget Road, Issaquah Highlands, and Tradition Plateau Hillside rural areas maintain their rural character in perpetuity.

Policy L5.4: Annexation Phasing Criteria:

5.4. Service Provision - Boundaries:

5.4.1.1 Annexation boundaries should be drawn according to the geographic and fiscal ability of the City to provide services.

5.4.1.2 The annexation area should be adjacent to the City and provide a logical City boundary.

5.4.2 Service Provision - Fair Share: The annexation area should be able to pay its determined fair share of required services and should not have a negative financial impact on the City.

5.4.3 Provide Community Solutions: The annexation area should help meet necessary

residential or commercial/industrial expansion needs of the City and, in some cases,

provide solutions to other community concerns such as aquifer protection or the efficient provision of public services. Annexation can also provide for parks and other

community amenities and allow for a variety of housing to meet the community's needs.

5.4.4 Control Development Impacts to Community: The annexation should allow the City to control impacts of development on:

5.4.4.1 land use, including density, design, signage, landscaping and open space provisions;

5.4.4.2 surface and groundwater (wellhead protection and aquifer recharge area and flooding);

5.4.4.3 critical areas and natural resources;

5.4.4.4 parks and recreation;

5.4.4.5 utilities;

5.4.4.6 transportation;

5.4.4.7 housing;

5.4.4.8 schools;

5.4.4.9 economic vitality; and

5.4.4.10 Issaquah's Treasures.

5.4.5 Mutual Benefit for City and Annexation Residents: The annexation should provide mutual benefit to City residents and the annexation area to: enhance the provision of the items listed in the above criteria; to lessen impacts to all of the items listed in above criteria {5.4.4}; manage impacts; and provide local representation.

5.4.6 Maintain Existing LOS: The City should be able to extend urban services to the annexation area while maintaining the existing LOS for city residents.

OBJECTIVE EV-1: Quality of Life. Maintain and enhance Issaquah's quality of life through: Level of Service (LOS) standards; transportation concurrency; protection of the natural environment; maintenance of hillside views; and accessibility to the natural environment. In order to sustain our community's future success, the City also seeks to provide the following quality of life requirements: good schools; local government that is efficient and works with business; government that provides high quality services and excellent infrastructure; affordable and quality housing; child care services; high quality natural environment and recreational facilities, diverse cultural resources, as well as a multicultural population with an international perspective.

1.1.1 Require non-motorized corridors connecting parks, creeks, Lake Sammamish and other natural amenities. The City shall also identify mechanisms to provide funding for acquisition and maintenance of these corridors;

1.1.2 Implement the Critical Areas Regulations;

1.1.3 Limit the size of cluster development on hillsides so that the primarily forested hillside view from the valley is maintained;

1.1.4 Require commute trip reduction and provide incentives to decrease the dependence on single occupancy vehicles (SOVs);

1.1.5 Create transportation alternatives to SOV, consistent with the Transportation Element policies; and

1.1.6 Pursue quality of life requirements (listed in Objective EV-1) upon which the City has influence.

OBJECTIVE EV-2: Encourage Local Economic Vitality. Increase the local economic vitality by promoting and encouraging a diversity of goods and services and employment opportunities within the City.

Policy EV-2.1 Develop Community Benefits. Encourage businesses and real estate development that address local demand for employment, shopping, business, and medical services while sustaining the existing quality of life. Consider incentives such as density bonuses, administrative review and/or parking credits for businesses that provide community benefits such as:

2.1.1 Higher than average wage jobs;

2.1.2 Over 60% of employees who are telecommuting;

2.1.3 High tech jobs or services;

2.1.4 Start-up incubator companies;

2.1.5 Specialized or higher education and employee training;

2.1.6 Medical services;

2.1.7 Small neighborhood retail operations that provide pedestrian access to "Mom & Pop" convenience shopping or child care;

2.1.8 Street vendors in designated areas; and,

2.1.9 Affordable housing.

Issaquah Highlands Development Agreement—Planning Goals and Commitments

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

9. Housing:

The proposal will include up to 960 additional residential units at full build out. No residential structures will be displaced with this action. Issaquah Highlands will receive up to 550 additional units as part of this proposal. The

realization of those units will depend on market forces and it is difficult to predict to what extent these units will be developed in Issaquah Highlands. Up to 50 affordable housing units will be included in the 550 total.

The WSDOT TDR Receiving Area will likely have between 80 and 410 residential units. Anticipated densities will range from 6 to 60 dwelling units per acre. It is estimated that approximately 2,100 new residents could be added to the community as result of the new dwelling units. The increase in residential population will not result in significant adverse environmental effects. The applicant's proposed project activities including park improvements, non-motorized transportation improvements, preservation of open space, and low impact development techniques will mitigate for any impacts associated with this additional residential population. School impact fees, as appropriate, will be paid.

Provide some affordable housing.

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

HOUSING GOAL: Encourage the availability of housing for all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Policy H-1.9 Housing Integration: Emphasize the integration of single family and multifamily areas through trails, pedestrian improvements and other forms of non-motorized transportation. Encourage planned housing developments to integrate different types and densities within the planned projects.

Policy H-1.11 High Density Housing Proximity to Transit: Locate the highest density housing in areas that are most accessible to transit, and within walking distance to services by encouraging Transit Oriented Development and similar uses.

Policy H-2.2: Location: Affordable housing should be dispersed with other residential and mixed uses to blend into the surrounding community. Give special consideration to annexed areas for existing and potential opportunities to locate affordable housing.

Policy H-2.4 Incentives: Encourage affordable housing in new developments through various approaches. These approaches may include encouraging developers to designate a percentage of new developments as affordable or offering rezones that increase development capacity. Another approach may be to provide incentives, such as those listed below, to developers who volunteer to designate a portion of new housing or mixed use developments as affordable.

OBJECTIVE H-5: Housing Safety and Compatibility: Promote environmental protection and housing safety by locating housing away from environmentally sensitive areas and other incompatible land uses and activities.

Policy H-5.1 Safety Regulations: Assure safe housing by:

- 5.1.1 Establishing regulations that prohibit housing within the floodway and establishing safety regulations to protect property and inhabitants for housing within the 100-year floodplain of major waterways including Issaquah Creek, the East and North Forks of Issaquah Creek, and Tibbetts Creek;
- 5.1.2 Prohibiting the new development of housing in unsafe areas, including the 5-year floodplain, and providing methods of compensation to these property owners such as transferring density, public purchase of undevelopable land, and other methods;
- 5.1.3 Implementing site and building standards to ensure neighborhood compatibility and requiring intensive year round screening and buffering between substantially different land uses and densities;
- 5.1.4 Discouraging housing near incompatible land uses such as intensive commercial or industrial, except where identified for mixed-use.

Policy H-7.3 Local Housing Needs: Work cooperatively with and support efforts of private and not for-profit developers, and social and health service agencies to address local housing needs.

10. Aesthetics:

The impacts to the Aesthetic environment for Issaquah Highlands were evaluated with the Grand Ridge EIS. No increases to residential height or density is proposed. The addition of up to 550 residences will not result in any additional Aesthetic impacts.

The visual impact analysis of a proposal evaluates the change in character in the visual environment as a result of the project including both short term and cumulative long term impacts.

The proposed project will alter the character of the WSDOT TDR Receiving Area through the removal of existing vegetation and introduction of urban development over a portion of the subject area. The WSDOT TDR Receiving Area is partially obscured by the I-90 view shed. A visual survey was conducted by the City to gauge the visibility of the property from a number of public vantage points within the City. Although the site will be visible primarily from higher elevations within the City, the visual survey concluded it would be obscured to most of the City.

Building construction will be clustered and building heights will be limited to 50 feet. This height limitation is less than that found in the adjacent developed areas in the Issaquah Highlands, including properties to the west of the site which allow for building heights of 60 feet, per Appendix N of the Issaquah Highlands Development Agreement.

Likely short term impacts are associated with the loss of vegetation and change in visual character once the 35-acre developable portion is cleared and graded. As mentioned above, this will be most visible from higher elevations, with limited change in visual character visible from the valley floor. These visual impacts will be lessened over time as newly planted vegetation matures.

To minimize the visual impact, the following standards shall be incorporated into building design:

- *Use of earth-tones and hues reminiscent of stone and wood, limiting the use of bright colors and exposed metals to accents, trim or detail work*
- *The applicant shall consider the use of roof-top gardens, tiering, building offsets or other means to soften potential building visual impacts.*
- *Replant any cleared area with evergreen plantings, including trees*
- *Retain a 100-foot forested buffer between the eastern edge of the cleared areas and the BPA utility corridor*
- *Use of full cutoff lighting fixtures*
- *Use of pedestrian scale lighting*
- *Keep lighting to minimum needed for safety*
- *Minimize glass reflectivity*

The applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

Policy 1.1.3 Preserve the natural forested character of Issaquah by:

1.1.3.1 Limiting the clearing/grading, size of development and the number of buildings within

clusters permitted on hillsides to preserve the forested hillside view from the valley

1.1.3.2 Minimizing tree disturbance and clearing during site preparation;

1.1.3.3 Encouraging the retention of open space on steep slopes, promontories, ridgelines and summits;

1.1.3.4 Encouraging the retention of forested linear open space corridors running from the valley floor;

1.1.3.5 Balancing the use of minimal grades to minimize visual impacts on roadway and utility corridors with the desire to minimize vegetative clearing and with other environmental goals;

1.1.3.6 Promoting the use of colors and textures which blend with the natural setting;

OBJECTIVE P-3: Visual Environment: Preserve and enhance the beauty of the City of Issaquah through the parks and open spaces that make up the City's park system.

Policy P-3.1 Visual Relief and Tranquility: Bring visual relief and tranquility to mitigate the impacts of the urban environment, including noise, traffic, concrete, and congestion, through the use of maintained parkways including street trees, gardens, lawns, woods, and water through the park system.

Policy P-3.4 Scenic Visual Resources: Preserve the quality of surrounding scenic and visual resources provided by the natural open space areas, such as the "Issaquah Alps."

11. Light and Glare:

The impacts from Light and Glare on the environment for Issaquah Highlands were evaluated with the Grand Ridge EIS. The addition of up to 550 residences will not result in any additional Light and Glare impacts.

New potential sources of light and glare impacts from the project include: light and glare from automobile traffic accessing the site, reflections from building surfaces, and direct and indirect building lighting. If mitigation measures are not implemented, light and glare from the proposed development could adversely impact adjacent uses, travelers on adjacent streets and adjacent natural areas. Appropriate mitigation measures should be employed to avoid adverse impacts resulting from light and glare. Proposed exterior lighting should be low intensity and properly located, shielded, hooded and directed to avoid off-site impacts.

Short term impacts associated with light and glare could include temporary lighting associated with construction activities. However, temporary lighting will likely be limited in nature due to the fact that construction shall occur during normal construction work hours.

Longer term impacts associated with lighting will likely be associated with direct and indirect building lighting, light and glare from automobile traffic to and from the site and street lighting.

All lighting shall be designed to minimize light spill and glare to and from surrounding areas. Street lighting shall incorporate full cut-off fixtures. Illumination levels for streets within the WSDOT TDR Receiving Area shall be designed according to the density of housing located in this area. Less dense housing will warrant less street lighting, similar to the lighting pattern established in Talus.

12. Recreation:

The construction of this project will add a maximum of approximately 2,100 new residents to the Issaquah Highlands and its environs. Recreational impacts will occur and mitigation will be necessary.

The WSDOT TDR Receiving Area is currently undeveloped but an existing informal trail exists on a portion of the southern edge of the site, located on an abandoned E-W telephone easement. Residents use this informal trail to connect between the PSE and BPA utility corridors.

The proposed development would remove this informal trail, but will introduce new recreational improvements, sidewalks associated with the public street improvements, neighborhood serving parks, internal trails within the development, a mountain bike skills course and trails connecting to a larger regional system. The new multi-use trail will cross EF23 with a bridge over the critical area. Any impacts will be mitigated.

Extension of a public road to connect the WSDOT TDR Receiving Area to Park Drive will impact Central Park through the removal of land and the introduction of pass thru traffic. Mitigation will be necessary to avoid impacts.

To mitigate for the additional residents to the area, the applicant will commit to the construction of both paved and soft surface trails connecting across the project site.

Provide a minimum of 144 acres of forested open space.

Provide compensation land and improvements to Central Park.

Provide a perimeter fence to contain the mountain bike skills area to a defined portion of the open space.

Applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

Policy H-1.10 Neighborhood Amenities: Provide access to the adjacent City trail system and all City parks and recreation facilities.

PARKS AND RECREATION GOAL: Foster and support the stewardship of human and natural resources throughout our community, in the form of Parks, Open Space and Recreation, to serve the variety of needs for the residents of Issaquah and the surrounding area.

OBJECTIVE P-1: Balanced Needs: The City's adopted *Parks, Recreation, Trails and Open Space Plan* shall be used to ensure that development of parks is balanced with environmental protection. The City shall promote and protect environmental quality, open space and wildlife habitat, and multiuse recreational opportunities.

Policy P-1.4 Recreation and Habitat: When providing recreational facilities ensure that these facilities are consistent with and do not adversely affect the preservation and protection of wildlife habitat areas.

OBJECTIVE P-3: Visual Environment: Preserve and enhance the beauty of the City of Issaquah through the parks and open spaces that make up the City's park system.

Policy P-3.1 Visual Relief and Tranquility: Bring visual relief and tranquility to mitigate the impacts of the urban environment, including noise, traffic, concrete, and congestion, through the use of maintained parkways including street trees, gardens, lawns, woods, and water through the park system.

Policy P-3.4 Scenic Visual Resources: Preserve the quality of surrounding scenic and visual resources provided by the natural open space areas, such as the "Issaquah Alps."

OBJECTIVE P-5: Accessibility: Make the City of Issaquah's park system easily accessible for as many recreational users as possible.

Policy P-5.1 Active and Passive Park Facilities: Make both active and passive park facilities available to as many persons as possible. Where appropriate, provide multi-use recreational opportunities at park facilities consistent with the intended use of the particular park facilities.

OBJECTIVE P-7: Acquisition and Development: Acquire land for future parks, trails and trail connections and natural open space when such lands are available and affordable, to meet present and future community and user demands and needs.

OBJECTIVE P-8: Partnerships: Continue, or create where beneficial to the public, partnerships with local, state, and regional agencies, the Issaquah School District, businesses, developers, non-profit organizations, user groups and neighborhood groups in order to provide and to assist in the management and maintenance of parks, open space, recreation facilities, services and security.

Policy P-8.1 Partnerships with Developers: Developers shall mitigate or offset the impacts of their new development by providing parkland and park facilities, and/or payment of impact fees in lieu of such land or facilities, through the process established by the City. In the commercial areas of the City, developers shall mitigate by providing public spaces and facilities such as plazas, courtyards, and pedestrian connections, and/or payment of impact fees in lieu of such land or facilities, through the process established by the City.

13. Historic and Cultural Preservation:

The impacts to the Historic and Cultural environment for Issaquah Highlands were evaluated with the Grand Ridge EIS. The addition of up to 550 residences will not result in any additional impacts to this environment.

No known landmarks or evidence of historic, archeological, scientific, or cultural importance are present at or near project construction areas. The WSDOT TDR Receiving Area is proximate to construction activities as part of Issaquah Highlands and those associated with Interstate 90. In this area there is no documented evidence of historic or cultural significance. No objects listed or eligible for national, state, or local preservation registers are located at or near project construction areas.

14. Transportation:

The project sites are accessed from Highlands Drive, primarily from Interstate 90 via the Sunset Interchange. Traffic may also reach Highlands Drive from Sunset and Issaquah-Fall City Road. As part of the TDR Major Amendment processed to the 2-Party Agreement in 2000, it was agreed there would be a 6,816 PM Peak Hour limit concurrency threshold on Highlands Drive (Action Memo 3-23-00(BH)).

A 1,000+ stall parking garage was constructed by Metro as a bus park-and-ride facility. Issaquah Highlands is served by transit including METRO 218, Sound Transit 554, ST555 and ST556, which currently run on Highlands Drive to the Issaquah Highlands Park and Ride Garage connecting Issaquah to Seattle and Bellevue. METRO 269 also provides services from Issaquah Highlands to Overlake. It is anticipated that the METRO 200 service (or its equivalent) will be extended to the Park & Ride garage and within Issaquah Highlands in 2011. The developed portion of the Highlands also includes an interconnected system of non-motorized improvements such as sidewalks and trails.

The WSDOT TDR Receiving Area is adjacent to Issaquah Highlands, but located approximately ½ mile from the transit garage.

Short-term impacts on transportation will occur during the site preparation and construction activities associated with construction and import/export of soils and vehicle access.

Longer-term impacts to the transportation system will vary in level according to the amount of traffic generated by the development of the site in terms of additional residential and commercial/office trips to and from the Issaquah Highlands. New roads will be constructed in the WSDOT TDR Receiving Site to serve new development and serve as an extension of the existing public street system.

The PM Peak Hour has been designated as the limiting traffic period for the SPAR (Highlands Drive/9th Avenue) through previous SEPA evaluations for the Issaquah Highlands. Therefore, the traffic evaluation will focus on the PM Peak generation of trips. There are 2 scenarios of development that may occur due to the allowance for Institutional use on the WSDOT TDR Receiving site. The PM Peak traffic generation for both scenarios is as follows:

	Sq Ft	Res Units	PM Peak Trip Rate ¹		PM Peak Trips		Internal Capture		Adjusted PM Peak Trips
Scenario 1	0	960	0.54		518		15%		441
Scenario 2	245,000	756	2.54	0.54	622	408	10%	15%	560 + 347

¹ ITE Manual, 8th Edition

	Existing Entitlement ²	Proposed Entitlement	Total PM Trips
Scenario 1	5,452	441	5,893
Scenario 2	5,452	907	6,359

²Existing Entitlement Traffic Generation derived from Transpo Report, 12 October 2007.

It is expected the additional proposed development will not exceed the SEPA-determined capacity limit of 6,816 PM Peak Hour trips on the Highlands Drive/9th Avenue Couplet. Given the trip generation and internalization rates contained in previous transportation analyses for Issaquah Highlands, the addition of these PM Peak trips to the existing land use distribution in Issaquah Highlands would result in a maximum of 6,359 PM Peak trips on the Couplet. The allocation of entitlement on a block-by-block basis would be managed by Port Blakely Communities and verified by the Responsible Official with each land use permit to ensure intersection LOS standards are maintained (minimum LOS D). Therefore, there is no significant, adverse traffic impact associated with the incorporation of the additional entitlement.

Although traffic projections and modeling indicate that the system can handle the additional development within expected traffic operational levels, the applicant has proposed voluntary mitigation measures in the proposal to preserve excess capacity, allow for some development location flexibility and lessen future traffic impacts to ensure the Highlands Drive couplet remains functional at City minimum levels of service.

The applicant shall minimize impacts to existing roads and residents during clearing and grading activities.

A minimum of \$150,000 will be committed to traffic reduction measures.

Construct 15th Avenue & Park Drive Traffic Signal.

Partner with the City and other to facilitate the extension of transit through Issaquah Highlands.

Provide a street connection from 15th Avenue to Central Park, south of Park Drive (Exhibit 6).

Applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

TRANSPORTATION GOAL A. Coordinate land use and transportation;

TRANSPORTATION GOAL B. Link development and transportation improvements;

T-2 Coordinate land use planning with public transportation service to provide opportunities that reduce transportation demand City-wide.

T-5 Incorporate transit supportive and multimodal/non-motorized friendly design features in new development through the development review process.

TRANSPORTATION GOAL C. Safely and efficiently connect all modes of transportation throughout the City;

TRANSPORTATION GOAL D. Support alternative modes of transportation;

T-18 Ensure regional transit facilities provide safe and convenient access for transit vehicles, automobiles, bicycles and pedestrians.

T-19 Development surrounding transit centers should contribute to easy mobility to and from regional transit facilities.

T-27 Require new or redeveloping properties to design and build bicycle/ pedestrian corridors that maximize the use of non-motorized transportation alternatives.

T-30 Ensure public safety by maintaining bicycle and pedestrian facilities.

TRANSPORTATION GOAL E. Optimize the value of transportation investments and resources;

TRANSPORTATION GOAL F. Maintain and improve the existing transportation infrastructure;

TRANSPORTATION GOAL G. Collaborate with Issaquah's neighboring municipalities, King County, and other agencies to address regional impacts and issues, and;

TRANSPORTATION GOAL H. Continually pursue methods to reduce dependency on single occupancy vehicles (SOV).

T-6 Develop and implement and continue to monitor transportation demand management regulations and strategies that address the following factors

- Parking
- Services to increase high-occupancy vehicle (HOV) use
- Fully utilize HOV lanes.
- Increased participation in Commute Trip Reduction (CTR) programs
- Increased public awareness of available travel alternatives

HOUSING GOAL: To provide a variety of motorized and pedestrian transportation systems that facilitate the safe and efficient access and mobility of traffic and people.

Policy H-1.9 Housing Integration: Emphasize the integration of single family and multifamily areas through trails, pedestrian improvements and other forms of non-motorized transportation.

Encourage planned housing developments to integrate different types and densities within the planned projects.

OBJECTIVE EV-1: Quality of Life. Maintain and enhance Issaquah's quality of life through: Level of Service (LOS) standards; transportation concurrency; protection of the natural environment; maintenance of hillside views; and accessibility to the natural environment. In order to sustain our community's future success, the City also seeks to provide the following quality of life requirements: good schools; local government that is efficient and works with business; government that provides high quality services and excellent infrastructure; affordable and quality housing; child care services; high quality natural environment and recreational facilities, diverse cultural resources, as well as a multicultural population with an international perspective.

1.1.1 Require non-motorized corridors connecting parks, creeks, Lake Sammamish and other natural amenities. The City shall also identify mechanisms to provide funding for acquisition and maintenance of these corridors;

1.1.2 Implement the Critical Areas Regulations;

1.1.3 Limit the size of cluster development on hillsides so that the primarily forested hillside view from the valley is maintained;

1.1.4 Require commute trip reduction and provide incentives to decrease the dependence on single occupancy vehicles (SOVs);²

1.1.5 Create transportation alternatives to SOV, consistent with the Transportation Element policies; and

1.1.6 Pursue quality of life requirements (listed in Objective EV-1) upon which the City has influence.

Issaquah Highlands Development Agreement , Appendix A-Goals and Commitments

Sustainability, Stewardship and Resource Goal: Provide for the growth of a thriving human community functioning within a sustainable and sustaining symbiosis with the natural environment.

Objective: Minimize private automobile trips by creating clustered pedestrian oriented development and providing advanced communication technologies.

Guiding Principle #1—Sustainability and Stewardship. To build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations.

- Develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment.

Guiding Principle #2—Pedestrian friendly Design. To establish through land use proximities and circulation infrastructure a community that encourages walking, bicycling and transit use.

- Conceptually clear user friendly transportation system
- Street car/shuttle connecting different clusters
- Functional and safe walkways and bike paths
- Give circulation priority to pedestrian scale proximities, activities, and orientation

Guiding Principle #4—Community Values. While respecting individual privacy, create a very sociable public realm that enhances the community life of children, adults, and seniors and promotes common values and shared responsibilities.

- Provide safe and function pedestrian and bicycling linkage to parks, schools, natural spaces, and community landmarks.

15. Public Services:

The proposed development (up to 960 ERUs) will increase demand for public services. The proposed development will require normal police and fire protection associated with this range of land uses. The proposed buildings will be required to meet fire code requirements for fire sprinklers and hydrants.

The applicant shall pay appropriate impact fees for school, police, fire, and general government services. The applicant will pay for park/recreation improvements or will pay impact fees to mitigate for the impact of new residents on park and recreation facilities.

Applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

GOAL: U-1. Facilitate the development of all utilities and public services at the appropriate levels of service to accommodate Issaquah's planned growth.

OBJECTIVE U1: Service Provision. Ensure that utility services are available to support development that is consistent with the Land Use Plan.

OBJECTIVE U2: Water. Provide for the City's long term water needs by: protecting the aquifer, providing reliable levels of service, including water for domestic use and fire protection, and ensuring future water supplies by pursuing additional sources, as well as conservation and reuse measures.

OBJECTIVE U3: Sewer. Provide and maintain a sanitary sewer collection system that protects public health and safety and water quality through implementation of the policies within the Comprehensive Sewer Plan Update (10/92 and subsequent updates).

OBJECTIVE U4: Storm Water. Manage the quantity and quality of storm water runoff to protect public health and safety, surface and groundwater quality, and natural drainage systems through implementation of the Comprehensive Floodplain and Drainage Management Plan (1/93 and subsequent updates) policies.

OBJECTIVE U5: Police and Fire Protection. Provide for the City's current and future police and fire protection and emergency medical service needs by evaluating the effect that growth and land use decisions will have on these services and ensuring that adequate provisions are made to accommodate the demands of new development.

GOAL: Enhance Issaquah's quality of life through balanced economic vitality strategy.

OBJECTIVE EV-3: Concurrency. Plan new development such that adequate public facilities are available to serve new development without decreasing existing community services.

Issaquah Highlands Development Agreement, Appendix A Goals and Commitments

Circulation Goal: Plan circulation to provide convenient and safe bicycle and pedestrian access, and accommodate public transit.

A. Objective: circulation at Issaquah Highlands should give priority consideration to bikes, pedestrian and intra and regional transit.

16. Utilities:

The project area will be served by public and private utilities. All proposed utilities are available in the vicinity. The proposed project will require extension of water and sewer service into the area. Utilities will be underground. Private utilities (gas, cable, internet, etc.) will also be extended through the WSDOT TDR Receiving Area.

Water – All water improvements shall be in place prior to issuance of land use permits relying on those improvements.

Sewer – All sewer improvements shall be in place prior to issuance of land use permits relying on those improvements.

Applicable policies adopted for the exercise of substantive SEPA authority are noted as follows:

Issaquah Comprehensive Plan

Policy: 3.6.3 Natural System Aspects of Arterials: Implementation of arterial design and land use decision processes shall also consider:

3.6.3.3 Critical Areas: Minimize impacts to all environmental critical areas. "Critical Areas" include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas.

3.6.3.4 Water: Avoid harmful disruptions of flood plains, creeks and tributaries.

3.6.3.5 Water Systems: Provide water and ground water systems equal to adopted standards.

3.6.3.6 Street Features: Provide street features that will functionally meet adopted city street standards.

3.6.3.7 Surface water and ground water. Provide for treatment and percolation into the ground water for the full length of the road, as arterials will collect surface water from several locations and convey that water to common points.

GOAL: U-1. Facilitate the development of all utilities and public services at the appropriate levels of service to accommodate Issaquah's planned growth.

OBJECTIVE U1: Service Provision. Ensure that utility services are available to support development that is consistent with the Land Use Plan.

Policy U-1.1 Conservation: Implement conservation efforts to address the need for adequate supply of electrical energy and water resources, to protect natural resources and achieve improved air quality.

Efforts should include, but are not limited to, public education, water reuse and reclamation, low impact development techniques, use of native and/or drought resistant landscaping, low flow shower heads, conservation credits, and energy efficiency in new and existing buildings.

OBJECTIVE U2: Water. Provide for the City's long term water needs by: protecting the aquifer, providing reliable levels of service, including water for domestic use and fire protection, and ensuring future water supplies by pursuing additional sources, as well as conservation and reuse measures.

Policy U-2.14 Sustainable Development and Best Available Conservation Technology. Design, develop, construct, operate, and maintain new development in such a manner as to provide for efficient and non-wasteful use of water that incorporates the best available water conservation technology prevailing at the time of development.

OBJECTIVE U3: Sewer. Provide and maintain a sanitary sewer collection system that protects public health and safety and water quality through implementation of the policies within the Comprehensive Sewer Plan Update (10/92 and subsequent updates).

OBJECTIVE U4: Storm Water. Manage the quantity and quality of storm water runoff to protect public health and safety, surface and groundwater quality, and natural drainage systems through implementation of the Comprehensive Floodplain and Drainage Management Plan (1/93 and subsequent updates) policies.

Policy U4.1 Design and permitting

4.1.2 Storm drainage facilities shall be designed to:

4.1.2.1 Minimize potential erosion and sedimentation;

4.1.2.2 Encourage retention of natural vegetation;

4.1.2.3 Infiltrate stormwater wherever feasible;

4.1.2.4 Maintain stream base flows;

4.1.2.5 Preserve natural drainage systems such as rivers, streams, lakes, and wetlands; and

4.1.2.6 Provide adequate capacity for future planned growth consistent with the Comprehensive Plan.

GOAL: Enhance Issaquah's quality of life through balanced economic vitality strategy.

OBJECTIVE EV-3: Concurrency. Plan new development such that adequate public facilities are available to serve new development without decreasing existing community services.

C. CONCLUSION:

Based on this analysis, the proposal can be found to not have a probable, significant adverse impact on the environment *if appropriate conditions are properly implemented pursuant to a mitigated DNS. Conditions of the MDNS are based upon impacts clearly identified in the environmental checklist, attachments, the Final Staff Evaluation, and is supported by Plans and Regulations formally adopted for the exercise of substantive authority under SEPA.*

The City reserves the right to review any future revisions or alterations to the site or to the proposal in order to determine the environmental significance or non-significance of the project at that point in time.

Prepared By: Keith Niven, AICP – MDRT Program Manager

Attachments SEPA Checklist

Exhibit 1 – Issaquah Highlands
Exhibit 2 – TDR Receiving Area
Exhibit 3 – Potential TDR Sending Sites
Exhibit 4 – proposed Conservation Easement
Exhibit 5 – Critical Area Map
Exhibit 6 – Road extension
Exhibit 7 – Total Emissions worksheet

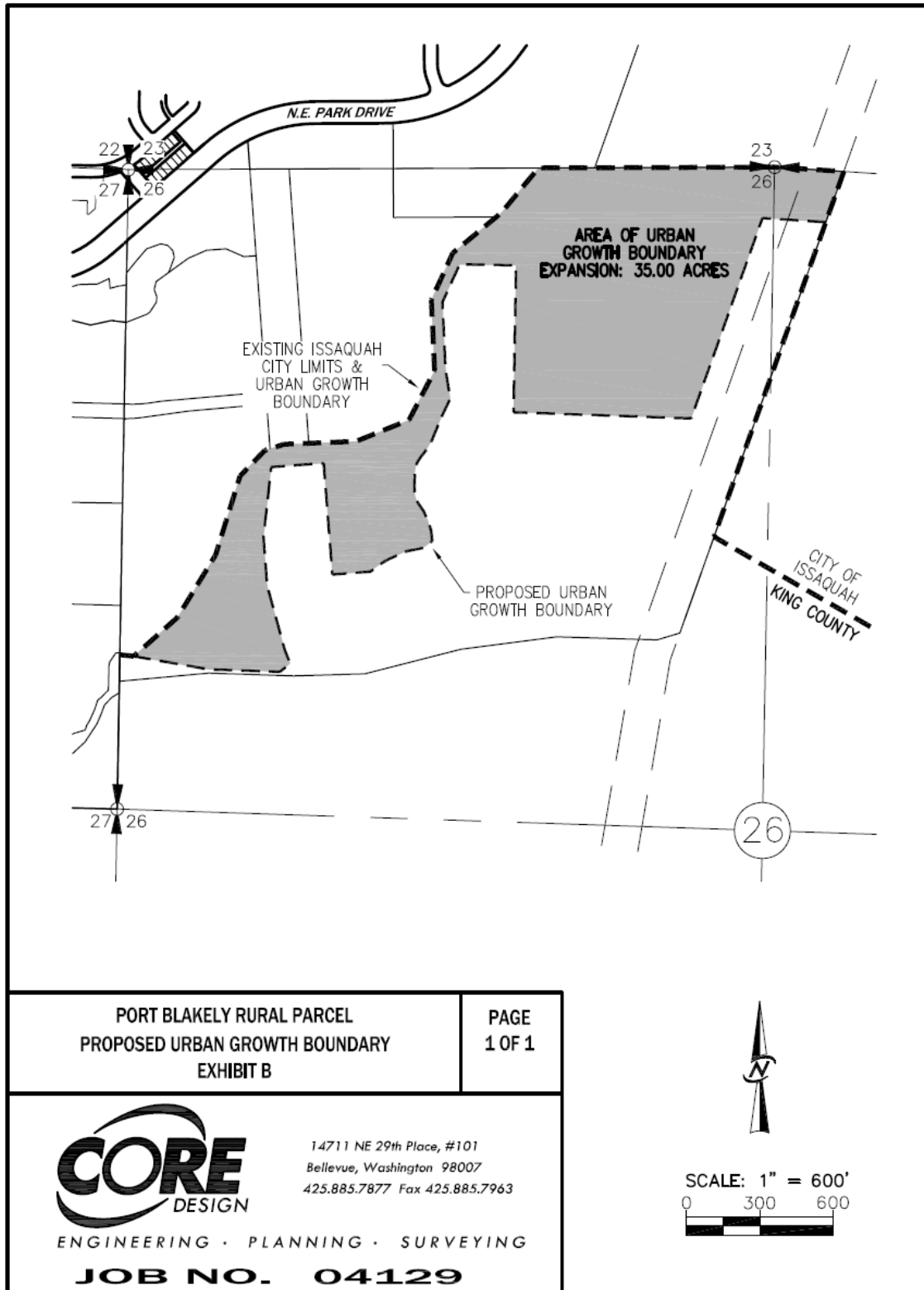
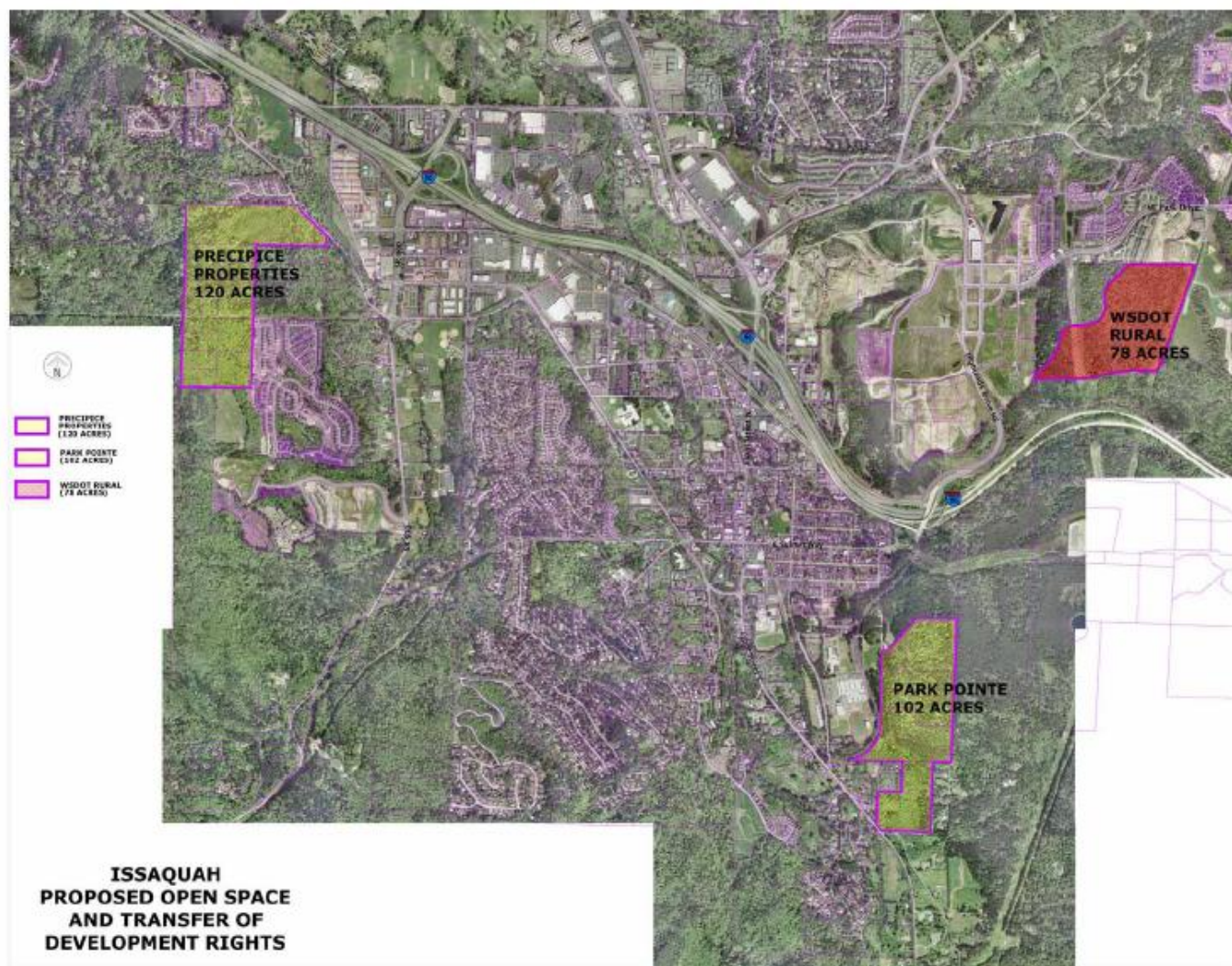


Exhibit 3 – Potential TDR Sending Sites



AFTER RECORDING, RETURN TO:

City of Issaquah
1775 12th Ave NW
Issaquah, WA 98027
Attn: MDRT, Keith Niven

GRANT DEED OF DEVELOPMENT RIGHTS, CONSERVATION EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS [Open Space -78 Acres] Grantor(s):	GRAND-GLACIER LLC, a Washington limited liability company
Grantee(s):	CITY OF ISSAQUAH, a Washington municipal corporation
Abbreviated Legal Description:	
Additional legal description:	Exhibit A
Assessor's Property Tax Parcel Account Number(s):	
Related Documents:	na

THIS GRANT DEED OF DEVELOPMENT RIGHTS, CONSERVATION EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS ("Grant Deed") is made by and between GRAND-GLACIER LLC, a Washington limited liability company ("Owner" or "Grand"), and the CITY OF ISSAQUAH, a Washington municipal corporation ("City").

WHEREAS, Owner is the owner in fee of that certain 78-acre (approximately) parcel of real property adjacent to the City of Issaquah in unincorporated King County, Washington, legally described in Exhibit A and shown on Exhibit B hereto, that was previously owned by the Washington State Department of Transportation ("Protected Property" or "Property").

WHEREAS, Owner desires to convey development rights and fee title of the Protected Property to the City to be preserved for passive open space as provided herein, subject to an amendment to this Grant Deed that would allow removal of up to 35 acres (approximately) for urban development concurrent and contingent upon an additional 101 acres becoming permanent open space under a conservation easement, all as provided in Section 3.2 below. WHEREAS, the Protected Property possesses natural, scenic, open space, trail information and trail value of great importance to the City, the people of King County, and the people of the State of Washington; and

WHEREAS, Owner is willing to grant and convey development rights, a conservation easement ("Conservation Easement") and fee title, the effect of which is to grant and convey to the City the development rights in the Protected Property, and to restrict the use of the Protected Property on the terms and conditions hereinafter set forth in order to protect, preserve, maintain, improve, restore, limit the future use of, and otherwise conserve the Protected Property as open space; and

WHEREAS, the legislatively declared policies of the State of Washington, in RCW Chapter 84.34, provide that it is in the best interest of the State to maintain, preserve, conserve and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, shoreline and scenic beauty for the economic and social well-being of the State and its citizens; and

WHEREAS, the City is a code city government, and is a government entity described in RCW 84.34.210, and has as one of its purposes the preservation of open space and critically important ecological systems within the City; and

WHEREAS, Owner and the City have executed concurrently the Seventh Amendment to Development Agreement, and the City, King County and Owner have executed an amendment to the Grand Ridge Joint Agreement dated June 10, 1996. This Grant Deed is part of the overall cooperative land use plan for Issaquah Highlands and City's program to preserve critical open space.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, obligations and restriction contained herein, the parties agree as follows:

1. Grant of Easement, Covenants, Obligations and Conditions. Pursuant to the laws of the State of Washington and in particular RCW 64.04.130 and RCW Chapter 84.34, Owner hereby voluntarily grants and conveys to the City the development rights in, fee title and a Conservation Easement in perpetuity over, the Protected Property on the terms, covenants, obligations and conditions set forth herein. The parties expressly intend that this Grant Deed, including all covenants, obligations and conditions identified herein, runs with the land and the Grant Deed, including all covenants, obligations and conditions identified herein, shall be binding upon Owner and the City and each party's personal representatives, heirs, successors and assigns.

2. Rights of the City. To accomplish the purpose of this Conservation Easement, the rights set forth herein are conveyed to the City by this Conservation Easement, and the City covenants and agrees to hold and limit use of the Protected Property on the terms of this Conservation Easement.

3. 35 Acres ("UGA Property").

3.1 Purpose. It is the purpose of this Grant Deed to assure that the UGA Property (defined in Section 3.2 below) will be retained (including after conveyance of fee title to the City under Section 23) in its natural and open space condition and to prevent any use of the Property that will significantly impair or interfere with the preservation of the Property in its current state so long as the UGA Property is governed by this Conservation Easement (see Section 3.2 "City Removal"). The parties intend this Conservation Easement will confine the use of the UGA

Property, until removal under Section 3.2, to such activities as are consistent with the purpose and terms of this Conservation Easement including;

3.1.1 To use a portion of the UGA Property for a trail system (consistent with that shown in any City-approved Trail Plan) for pedestrian, bicycle, and other non-motorized uses, together with the right to use a portion of the UGA Property for improvement, construction, alteration and maintenance of such trail system, and together with the right to make all necessary slopes for cuts and fills on each side of the trail(s) so long as disturbances are minimized, clearing is limited to that necessary for the illustrated improvements [Exhibit E]; and, it is restored to the extent possible;

3.1.2 To allow continued use of the utility corridors (BPA and PSE/Williams) including periodic maintenance and system upgrades.

3.1.3 To allow parking to occur in the BPA utility corridor, to the extent approved by the BPA, to support uses allowed through this Conservation Easement.

3.1.4 To otherwise only allow use of the UGA Property as permanently restricted Open Space Uses.

3.1.4.1 Open Space Uses. "Open Space Uses" as used herein, mean: uses that would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, or natural areas.

3.2 City Removal of 35 Acres. Notwithstanding any other provision of this Grant Deed, the City shall have the right to remove the 35 acres (approximately) legally described in Exhibit C and shown on [Exhibit

B] as an addition to the City' Urban Growth Area ("UGA Property") upon the terms provided in this Section 3.2. Prior to and as a condition of removal of the UGA Property from this Grant Deed, the City shall have caused to be recorded a separate conservation easement to preserve open space on at least 101 acres of property legally described and shown on Exhibit F to this Grant Deed ("Additional Open Space") or as otherwise mutually approved by the City and King County. Upon recording of the conservation easement on the Additional Open Space, the City on its sole signature and without the consent of Owner or any other party may execute and record an amendment to this Grant Deed removing and releasing the UGA Property from this Grant Deed. Upon such removal, this Grant Deed shall no longer have any force or effect on the UGA Property.

4. 43 Acres Rural Protected Property

4.1 Purpose. It is the purpose of this Grant Deed to assure that the property legally described in Exhibit D and shown on Exhibit B ("Rural Protected Property") will be retained forever (including after conveyance of fee title to the City under Section 23) in its rural, natural and open space condition and to prevent any use of the Rural Protected Property that will significantly impair or interfere with the preservation of the Rural Protected Property in its current state. The parties intend this Conservation Easement will confine the use of the Rural Protected Property to such activities as are consistent with the purpose and terms of this Conservation Easement including:

4.1.1 To preserve and protect the open space values of the Rural Protected Property;

4.1.2 To prevent any activity on or use of the Rural Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration by the perpetrator if identified of such areas or features of the Rural Protected Property that may be damaged by any inconsistent activity or use by any person;

4.1.3 To use a portion of the Rural Protected Property for a trail system (consistent with that shown in any City-approved Trail Plan) for pedestrian, bicycle, and other non-motorized uses, together with the right to use a portion of the Rural Protected Property for improvement, construction, alteration and maintenance of such trail system, and together with the right to make all necessary slopes for cuts and fills on each side of the trail(s) so long as disturbances are minimized, clearing is limited to that necessary for the illustrated improvements [Exhibit E]; and, it is restored to the extent possible;

4.1.4 To use a portion of the Rural Protected Property within the BPA utility corridor only for installation and maintenance of a mountain bike skills course and related accessory uses and parking (not to exceed 2 acres in total), together with the right to make all necessary slopes for cuts and fills so long as disturbances are minimized; it is restored to the extent possible; and,

4.1.5 To use a portion of the PSE/Williams utility corridor for public stormwater utilities (conveyance pipe only).

4.1.6 Continued use by existing utility providers (Bonneville Power Authority, Williams Gas, and Puget Sound Energy) and their successors in current utility corridors.

4.1.7 To otherwise only allow use of the Rural Protected Property as permanently restricted Open Space Uses.

4.1.7.1 Open Space Uses. "Open Space Uses" as used herein, mean: uses that would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, or natural areas.

5. Prohibited Activities and Uses. Any activity on or use of the Protected Property inconsistent with the purposes and terms of this Conservation Easement is prohibited. Owner and the City each acknowledges and agrees that it will neither conduct, engage in or permit any such activity or use.

5.1 Prohibited Uses. Except as otherwise provided in Sections 3 or 4 above, the following are prohibited:

- a. The division, subdivision, “de facto” subdivision or short subdivision of the Protected Property (except as needed to convey fee title to the City under Section 23);
- b. The draining, filling, dredging or diking of wetland areas and the alteration or manipulation of ponds or water courses located on the Protected Property;
- c. The construction or installation of any water or septic system, pipeline, well or drainfield;
- d. The logging, pruning or cutting of any timber, shrubs, grasses or other flora, except as necessary to preserve the Protected Property and its conservation values or as necessary to protect public health or safety or as a necessary part of the improvement, construction and maintenance of a trail system, or other use allowed under this Conservation Easement, which is located on the Protected Property;
- e. The construction or installation above or below ground of any utility pole, power line or facility.
- f. The conducting of any exploration for, development of or extraction of minerals and hydrocarbons;
- g. The alteration of the surface of the Protected Property, including without limitation, the excavation or removal of soil, gravel, rock, or peat, except as may be necessary as part of the improvement, construction and maintenance of a portion of a trail;
- h. The paving of any surface of the Protected Property, ;
- i. The installation of any structure, such as a mobile home or other form of live-in vehicle, except as may be necessary as part of the improvement, construction and maintenance of a portion of a trail system, or other use allowed under this Conservation Easement, which is located on the Protected Property and in such case for only a temporary period of time;
- j. The dumping, storage or disposal of solid or liquid wastes or any trash, refuse or any other debris which is located on the Protected Property;

6. Owner Approval. To the extent the City requests Owner to approve or confirm that a use or action is consistent with this Conservation Easement, then Owner, shall grant or withhold its approval in writing within 20 business days of receipt of a written request therefore. Approval may be withheld only upon a reasonable determination by Owner that the proposed action or use is or will be inconsistent with the purpose of this Conservation Easement or any of the covenants, obligations or conditions herein. Owner approval may include reasonable conditions which must be satisfied in undertaking the proposed activity or use.

7. Dispute Resolution and Arbitration. If a dispute arises between the parties concerning the consistency of any present or proposed activity or use with the purposes of this Conservation Easement or any of its covenants, obligations or conditions, the parties agree not to proceed with the activity or use pending the resolution of the dispute. The parties shall meet together to discuss the dispute and attempt resolution. Thereafter, any party may refer the dispute to arbitration by request made in writing upon the other. Within 30 days of receipt of such request, the parties shall select an arbitrator to hear the matter. If the parties are unable to agree on the selection of an arbitrator then the presiding judge for King County Superior Court shall appoint one. The matter shall be settled in accordance with RCW Chapter 7.04 or its successor, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof.

8. Remedies. If any party determines that another party is in violation of the terms of this Grant Deed or that a violation is threatened, then that party shall give written notice to the other of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any prohibited activity or use or any activity or use which is inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured. If the party receiving notice fails to cure the violation within 30 days after receipt of the notice thereof from the notifying party or under circumstances where the violating cannot reasonably be cured within a 30-day period, fails to begin curing such violating within the 30-day period or fails to continue diligently to cure such violation until finally cured, the notifying party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant Deed; to enjoin the violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Grant Deed, the Conservation Easement or injury to the Protected Property protected by this Conservation Easement, including damages for the loss of scenic or environmental values; or to require the restoration of the Protected Property to the condition that existed prior to such injury. Without limiting liability therefore, the enforcing party, in its sole discretion, may apply any damages recovered to the costs of undertaking corrective action on the Protected Property and the other party shall permit enforcing party and its employees, agents, or contractors to have access to the Protected Property upon reasonable prior notice to undertake and complete such corrective action. If the enforcing party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Property, the enforcing party may pursue its remedies under this Section 7 without prior notice to the other party or without waiting for the period provided for cure to expire; provided, that if enforcing party seeks legal action in court, the procedural requirements of the Rules of court shall control, including any requirement of notice. Each party's rights under this Section apply equally in the event of either actual or threatened violations under the terms of this Grant Deed and each party agrees that remedies at law for any violation of the terms of this Grant Deed are inadequate and that the enforcing party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Grant Deed and Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity and in addition to recourse to arbitration under Section 6 herein.

9. Costs of Enforcement. Any cost incurred by any party enforcing the terms of this Grant Deed, including without limitation costs of suit and attorneys' fees, and any costs of restoration necessitated by the other party's violation of the terms of this Grant Deed shall be borne by non-prevailing party, as may be awarded by a court of competent jurisdiction.

10. Discretion; Nonwaiver. The parties acknowledge their commitment to protect the conservation purposes of the Conservation Easement. Any particular enforcement of the terms of this Conservation Easement shall be at the discretion of each party as to their respective interests, and any forbearance by any party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the other party shall not be deemed or construed to be a waiver of such term or of any right to take enforcement or other action with respect to any subsequent breach of the same or any other term of this Conservation Easement or of any of either party's rights under this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of any right under this Conservation Easement.

11. Waiver of Certain Claims and Defenses. Each party acknowledges it has carefully reviewed this Grant Deed and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provision of this Grant Deed, each party hereby waives any claim or defense it may have against the other or its successors in interest under or pertaining to this Grant Deed based upon waiver, laches, estoppel, or prescription.

12. Acts Beyond Control. Nothing contained in this Conservation Easement shall be construed to entitle any party to bring any action against the other to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or changes in the Protected Property resulting from causes beyond a party's control, including without limitation natural changes, fire, flood, storm, or earth movement, or from any prudent action taken by any party under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes, or from acts of trespassers.

13. Indemnity and Hold Harmless. Each party shall protect, defend, indemnify and hold harmless the other party, their agents, employees, officials and officers from, and shall process and defend at its own expense, any and all claims, demands, suites, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the other party(ies) arising out of or incident to that party's execution of, performance of, or failure to perform this Grant Deed; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the other party(ies), its agents, employees, and/or officers, each party shall indemnify the other only to the extent of its negligence or the negligence of its personal representatives, heirs, successors, or assigns; and PROVIDED FURTHER, that nothing in this Section shall require a party to indemnify, hold harmless, or defend the other party(ies) or its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of such other party or its agents, employees and/or officers. The obligations under this Section shall include indemnification for claims made by a party or its personal representatives, heirs, successors or assigns. Any indemnification to the City shall be for the benefit as an entity, and not for members of the general public.

14. Frustration of Purpose. If circumstances arise in the future that render the purpose of this Grant Deed impossible or impractical to accomplish, this Grant Deed can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

15. Proceeds. This Grant Deed constitutes a real property interest immediately vested in the City, which for the purposes of Section 14 herein the parties will stipulate to have a fair market value based on a mutually agreeable appraisal of the value at the time if and when the information is required; however, if the Owner and the City cannot agree on an appraisal of the fair market value, the issue of value shall be submitted for binding arbitration following the procedures set forth in Section 6. The cost of any such appraisals required herein will be shared equally by both parties.

16. Condemnation. If the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain by an agency other than the City, then the City shall be entitled to compensation in accordance with applicable law.

17. Amendment. If circumstances arise under which an amendment to or modification of this Grant Deed would be appropriate, then the City, Grand and Wellington are free to jointly amend this Grant Deed; provided, that no amendment shall be allowed that will adversely affect the qualification of this Grant Deed as to the Protected Property, or the status of the City under any applicable laws, including RCW 64.04.130 or Section 170(h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purpose of this Grant Deed, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of King County, Washington, and any other jurisdiction in which such recording is required.

18. Assignment. This Grant Deed, and all rights and obligations contained herein including the right to enforce the Grant Deed, are transferable, but the City may assign its rights and obligations under this Grant Deed only to a governmental entity or an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, the City shall require that the conservation purposes that this Grant Deed is intended to advance continue to be carried out by the transferee.

19. Subsequent Transfers. Each party agrees to reference the terms of this Grant Deed in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest of any duration. Each party further agrees to give written notice to the other party of the transfer of any interest no later than twenty (20) days prior to the date of such transfer. The failure of a party to perform any act required by this Section shall not impair the validity of this Grant Deed or limit its enforceability in any way.

20. Estoppel Certificates. Upon request by any party, the other party within twenty (20) days shall execute and deliver to the requesting party any document, including an estoppel certificate, which certifies the requesting party's compliance with any obligation contained in this Grant Deed and otherwise evidences the status of this Grant Deed.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner: Grand-Glacier LLC
1011 NE High St, #200
Issaquah, WA 98029
Attn: René Ancinas

with a copy to: Davis Wright Tremaine
1201 3rd Ave, #2200
Seattle, WA 98101
Attn: Tom Goeltz

To the City: City of Issaquah
135 East Sunset Way
Issaquah, WA 98027
Attn: Mayor's Office

with a copy to: Ogden Murphy & Wallace
2100 Westlake Center Tower 1601 Fifth Avenue
Seattle, WA 98101
Attn: Wayne D. Tanaka

or to such other address as either party from time to time shall designate by written notice to the other. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this paragraph.

22. Recordation. The City or Owner shall record this instrument in timely fashion in the official records of King County, Washington, and other appropriate jurisdictions and the City or Owner may re-record it at any time as may be required to preserve its rights in this Grant Deed.

23. General Provisions.

23.1 Controlling Law. The interpretation and performance of this Grant Deed shall be governed by the laws of the State of Washington.

23.2 Compliance With Law. Each party shall comply with all federal, state or local laws, statutes, ordinances or governmental rules or regulations now in force or which may hereafter be enacted or promulgated relating to or affecting the condition or use of the Protected Property or the Active Areas.

23.3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant Deed shall be liberally construed in favor of the grant to effect the purpose of this Grant Deed and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Grant Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

23.4 Severability. If any provision of this Grant Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant Deed, or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

23.5 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant Deed and supersedes all prior discussions, negotiations,

understandings, or agreements relating to the Grant Deed, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 17 herein.

23.6 Successors. The covenants, terms, conditions, and restrictions of this Grant Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Protected Property and the Active Areas.

23.7 Termination of Rights and Obligations. A party's rights and obligations under this Grant Deed terminate upon transfer of the party's interest in the Grant Deed or Protected Property or Active Areas, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

23.9 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

23.10 Enforcement. Owner and the City each has the separate and independent right to enforce the terms of this Grant Deed, including all of the remedies specified in Section 7, insuring continued open space uses under Section 3 and the use limitations and reservations in Section 4 as to the Protected Property. The enforcement rights of Owner under this Grant Deed shall be limited to Grand itself, and up to three (3) designated entities within Issaquah Highlands, such as one or more associations of property owners, a successor developer or owner of property within Issaquah Highlands, or a conservation organization from and after the date Grand notifies the City in writing of Grand's designation.

24. Fee Title. Owner shall convey fee title of the Protected Property to the City [upon [the request of the City vs. concurrent with this Grant Deed]. The City may transfer the Protected Property to another public agency if, in its sole discretion, it is determined the property would be better managed by the other party. After UGA removal, the City may convey, or direct Owner to convey, all or portions of the UGA to one or more persons designated by the City.

25. No Merger. The parties recognize that fee title to the Protected Property will be conveyed to the City under Section 23 of this Grant Deed. Notwithstanding conveyance of fee title to the City, there shall be no merger of the Grant Deed, nor merger of the Conservation Easement, and the uses, limitations and other terms of the Grant Deed shall continue to be enforceable thereafter.

TO HAVE AND TO HOLD unto the City, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Owner, as grantor, has executed this instrument effective on the date of the last signature below. Owner holds that by execution of this Grant Deed that it offers such Grant Deed according to the terms and conditions set forth herein.

GRAND-GLACIER LLC, a Washington limited liability company,
By Port Blakely Communities, Inc., a Washington corporation, managing member

By: _____ René Ancinas, President

Date: _____

CITY OF ISSAQUAH does hereby accept and execute the above Grant Deed of Conservation Easement, Covenants, Obligations and Conditions.

CITY OF ISSAQUAH, a Washington municipal corporation

By: _____

Ava Frisinger, Mayor

Date: _____

Approved as to Form:

_____ City Attorney

Exhibit 5 – Critical Areas Map

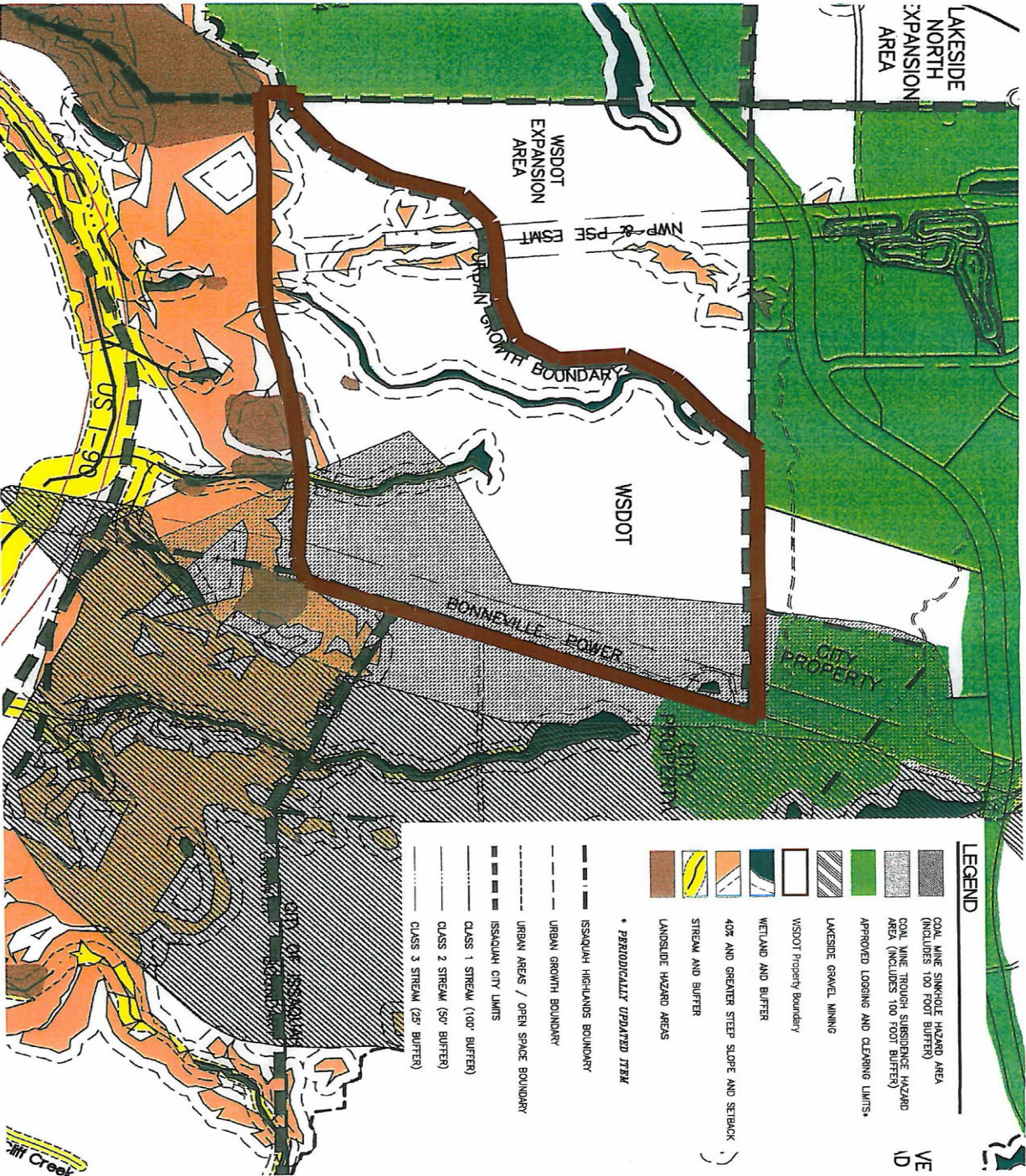


Exhibit 6 – New Road extension

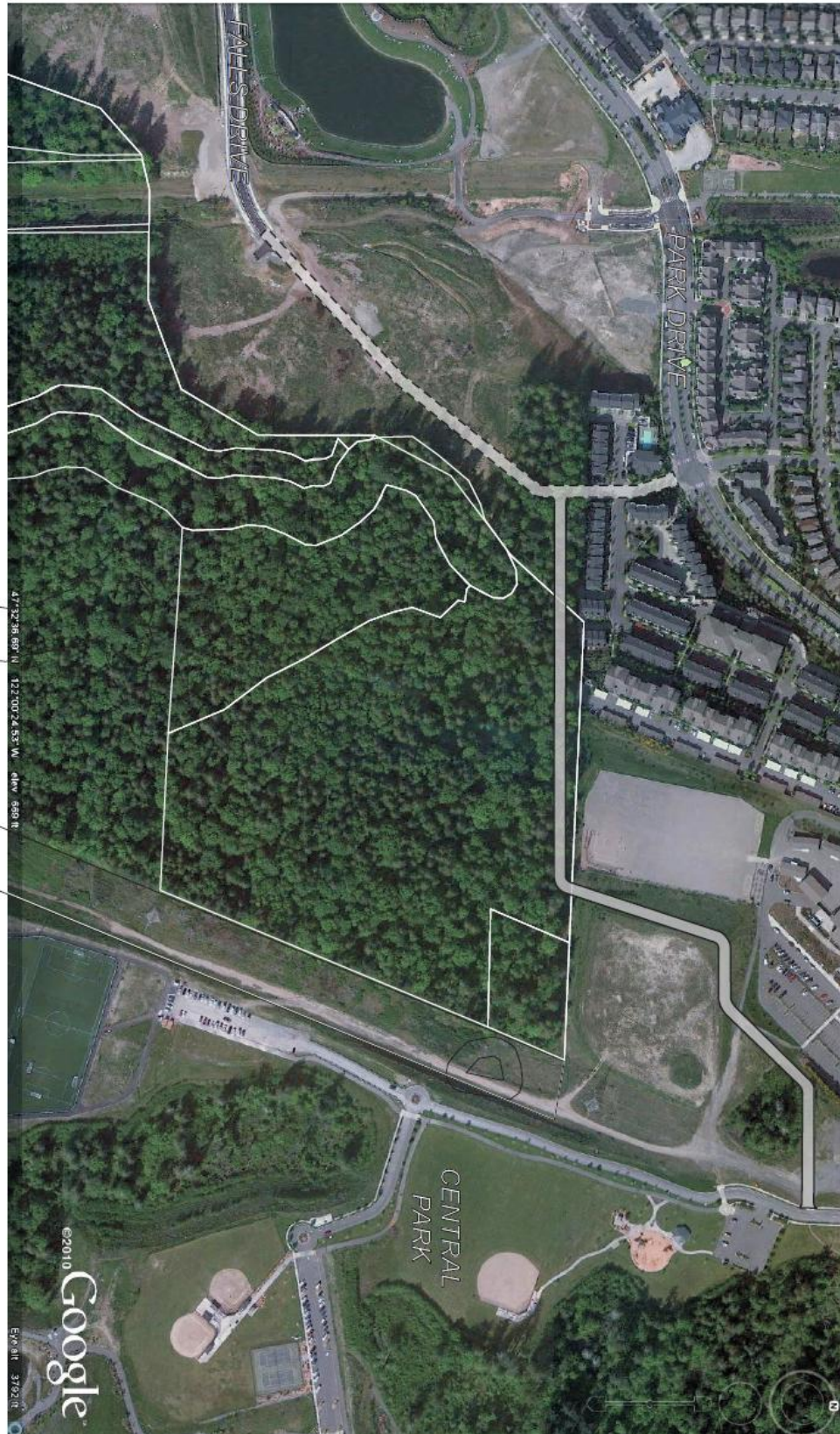


Exhibit 7 – Greenhouse Gas Emissions Worksheet

Section I: Buildings

Type (Residential) or Principal Activity (Commercial)	# Units	Square Feet (in thousands of square feet)	Emissions Per Unit or Per Thousand Square Feet (MTCO2e)			Lifespan Emissions (MTCO2e)
			Embodied	Energy	Transportation	
Single-Family Home.....	200		98	672	792	312368
Multi-Family Unit in Large Building	0		33	357	766	0
Multi-Family Unit in Small Building	760		54	681	766	1140134
Mobile Home.....			41	475	709	0
Education		0.0	39	646	361	0
Food Sales		0.0	39	1,541	282	0
Food Service		0.0	39	1,994	561	0
Health Care Inpatient		0.0	39	1,938	582	0
Health Care Outpatient		0.0	39	737	571	0
Lodging		0.0	39	777	117	0
Retail (Other Than Mall).....		0.0	39	577	247	0
Office		0.0	39	723	588	0
Public Assembly		0.0	39	733	150	0
Public Order and Safety		0.0	39	899	374	0
Religious Worship		0.0	39	339	129	0
Service		0.0	39	599	266	0
Warehouse and Storage		0.0	39	352	181	0
Other		0.0	39	1,278	257	0
Vacant		0.0	39	162	47	0

Section II: Pavement.....

Pavement.....		45.00				2250
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Total Project Emissions:

1454752

Exhibit 2 – WSDOT TDR Receiving Area Parcel Map

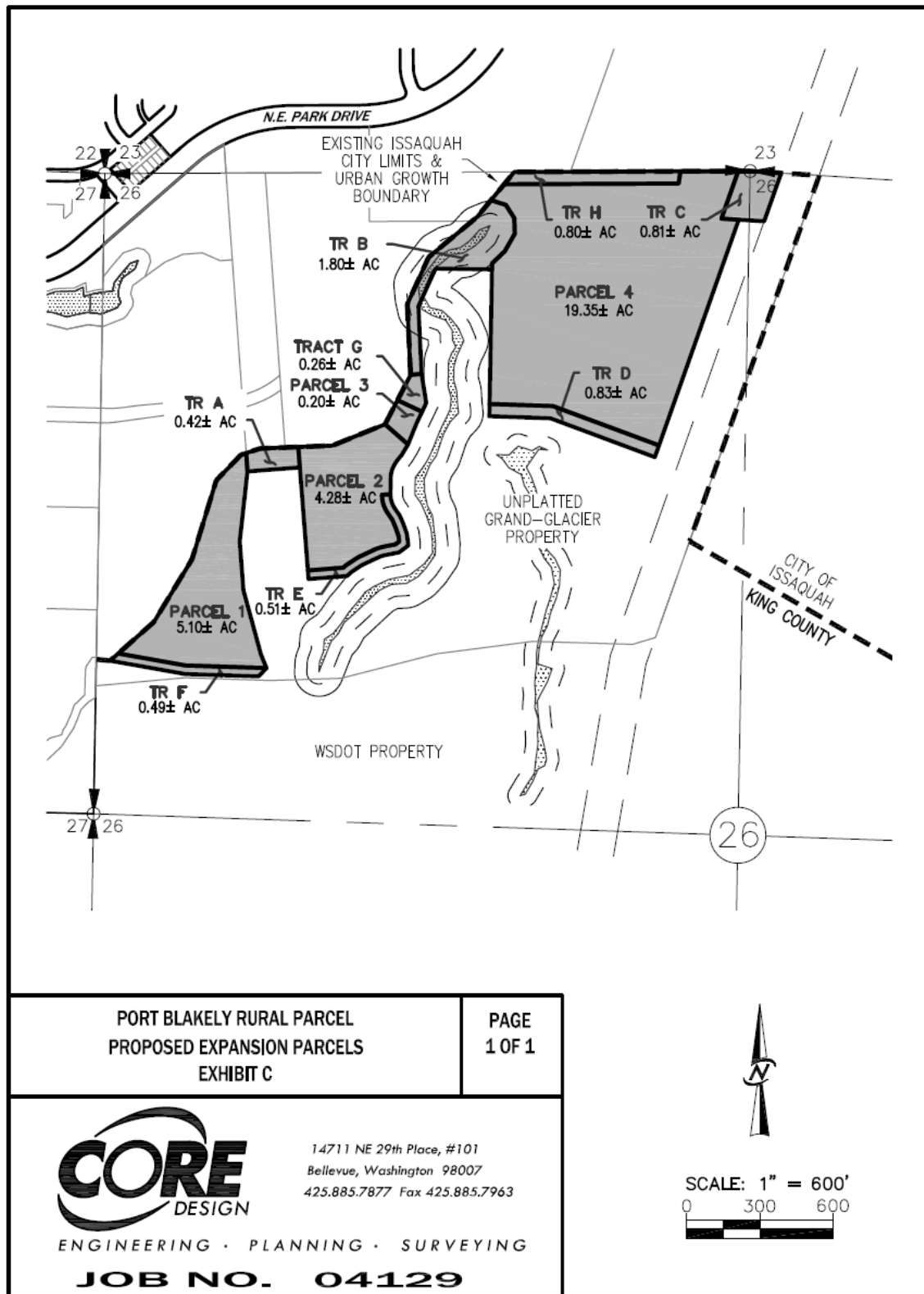
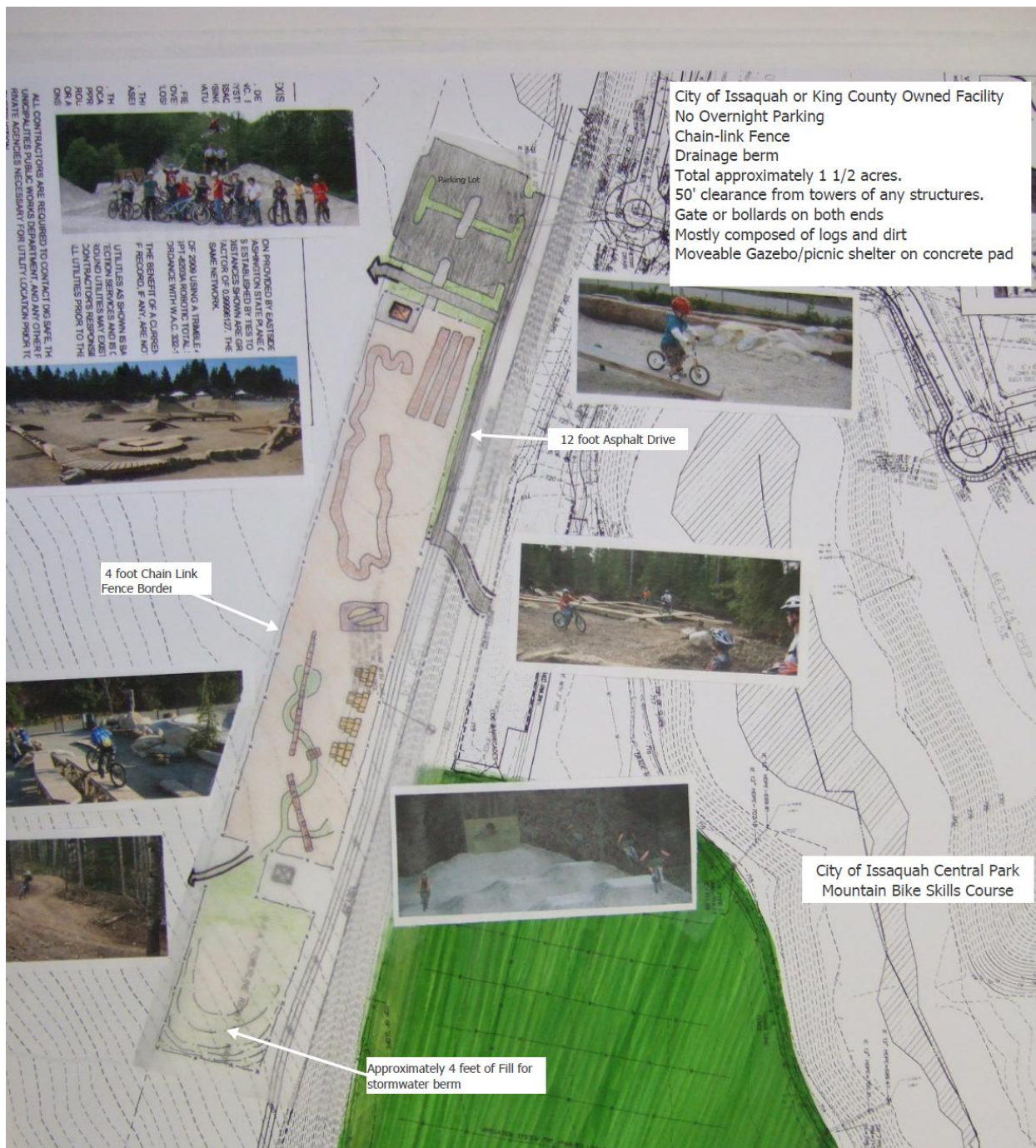


Exhibit 3 – Conceptual Mountain Bike Skills Course



APPENDIX A -- Planning Goals & Design Guidelines

Purpose: The purpose of this Appendix is to *supplement* the City's existing Ordinances by providing Project-specific goals and design requirements. These goals and their objectives shall be considered with each land use permit and should guide the designers and City in developing plans for this area. The design guidelines contain illustrative examples, general performance criteria, standards, and design objectives that are to be considered by the City when evaluating individual development proposals within the project boundaries.

Guiding Principle: The primary goal or purpose of the Planning Goals & Design Guidelines is to provide residential and non-residential campus neighborhoods that compliment those found in Issaquah Highlands, embracing pedestrian importance, sustainability, and the social public realm of neighborhood design; and, are further described through the Goals and Objectives found in this Appendix A.

Goal 1: Design a Neighborhoods with an overall character that reflects its location adjacent to Issaquah Highlands and the Mountains to Sound Greenway Corridor.

Objectives:

- 1.1 Reflect a unique Northwest quality of life in project designs. People choose to live in the Northwest for many reasons: natural beauty, clean air, good jobs, and a good place to create a home and family.
- 1.2 Create a community in which sensitivity to the environment and the sociable public realm is incorporated into the design of all neighborhoods.
- 1.3 Provide a variety of housing types, designs and densities for people of varying lifestyles and incomes. Provide amenities for all age groups. Wire homes to provide telecommuting opportunities.
- 1.4 Design to provide a balance between privacy and the sociable public realm. Generally, the portion of uses adjacent to public areas, such as streets, trails, parks, plazas, should be designed to contribute to the social, community-oriented atmosphere.
- 1.5 Utilize the Issaquah Highlands' Architectural Review Committee to ensure consistency with adjacent development.
- 1.6 Create a pedestrian-oriented community through the design of pedestrian-friendly streets and an extensive trail system that connects neighborhoods to each other as well as the open space and the adjacent Issaquah Highlands' village.
- 1.7 Design open space, trails and parks as community amenities to ensure a range of passive and active recreational opportunities for people of all ages and abilities.
- 1.8 Reinforce the neighborhood character through vehicular and pedestrian circulation, site planning, neighborhood parks and gathering spaces, and building and landscape design.
- 1.9 Disperse parking in private garages, on-street, small surface lots, and structured parking lots to eliminate or minimize the possibility of a "sea of parking." Surface parking areas should include landscaping that reflects the surrounding areas. All parking areas should provide adequate pedestrian lighting and safe and convenient pedestrian circulation.

Goal 2: Promote sustainability throughout

Objectives:

- 2.1 Restore disturbed open space areas using native plant materials and enhance those areas that have been depleted in the past.
- 2.2 Adopt Issaquah Highlands landscaping and water conservation standards that encourage the use of native and/or drought tolerant plants and discourage unnecessary use of water.
- 2.3 Promote environmental performance standards for resource efficient buildings.
- 2.4 Reduce automobile trips, which diminish air quality, by providing alternative modes of transportation, locating daily services within walking distance of most residences, and incorporating high-tech infrastructure into the design of the community to support community-based work teams and home-based work places.

- 2.5 Provide informational signage, easy access, and observation opportunities in open space areas to reinforce the awareness of the community's and individual's responsibilities as stewards of their environment.
- 2.6 Educate community members about the effects of fertilizers, pesticides and other substances that are toxic to the environment in order to reduce inappropriate and excessive use.
- 2.7 Reuse construction materials and purchase materials locally where possible.

Goal 3: To encourage a large institutional use in a campus setting that blends in and is compatible with the surrounding properties

Objectives:

- 3.1 Create a campus that functions and is viewed as a cohesive neighborhood within the City.
- 3.2 Create a campus that is inviting to the public and provides opportunities for public gatherings and events.
- 3.3 Rely on site planning, street design, landscape, massing, pedestrian and bicycle facilities and use the prominence of the sociable public realm as a unifying element throughout the campus.
- 3.4 Disperse parking or incorporate into structured garages to minimize its impact on the campus.
- 3.5 Allow deviations in the sign code to allow wayfinding for the campus both on-site and off.
- 3.6 Utilize the Issaquah Highlands Architectural Review Committee to ensure the design of the campus is compatible with Issaquah Highlands.
- 3.7 Use streetscape plantings to strengthen the image of the campus neighborhood

Goal 4: Preserve and protect the natural environment within and adjacent to the Project neighborhoods

Objectives:

- 4.1 Promote open space corridors, controlled observation opportunities and trails.
- 4.2 Ensure harmony and compatibility of design with the natural environment. Site planning and architectural standards consistent with the natural constraints of the land and the use of native and/or drought tolerant landscape materials will ensure compatibility between the built and natural environment.
- 4.3 Minimize the lighting impacts of the built environment on the natural environment. Careful site planning and landscaping as well as lighting standards will ensure lighting provides for public safety, is a community amenity, while impacts are held to a minimum. Trails and parks through open space areas will use minimal, if any, lighting.
- 4.4 Educate community members through the use of Issaquah Highlands Homeowners' Manuals, Best Management Practices, CC&Rs, and other appropriate tools about the effects of fertilizers, pesticides and other substances that are toxic to the environment in order to reduce inappropriate and excessive use.
- 4.5 As development occurs identify and remove dying and hazardous trees adjacent to Development parcels. Develop a program to continue the monitoring and maintenance of the transition zone between Development parcels and natural open space to protect people and buildings from dying and hazardous trees.
- 4.6 Minimize the establishment of invasive plants by restoring and replanting areas disturbed during construction.
- 4.7 Minimize unintended incursions into natural protected areas through the provision of informational signage and limited fencing. This information will include descriptions of the types of wildlife living in and traveling through the area, emphasizing the importance of these animals to the overall ecosystem and their contribution to the community, the City, and the region. Residents will also be provided with information about wildlife friendly trees, shrubs and flowers that can be planted in private yards to enhance the habitat.
- 4.8 Protect and enhance existing wildlife habitat and corridors.
- 4.9 Design neighborhood amenities and site plan community elements to avoid conflicts between

humans and wildlife. Educate community members on how to avoid conflict with wildlife through the use of signage, the Issaquah Highlands' Homeowner's Guide, and the CC&Rs

Goal 5. Plan a roadway and trail circulation system that provides attractive, safe, comprehensible, and convenient multi-modal access throughout the neighborhoods.

Objectives:

- 5.1 Design roadways to be an integral part of the character of the Project as a whole as well as each individual neighborhood. Use the design of the roadway system to influence traffic volumes and speeds.
- 5.2 Design roadways to provide safe and attractive facilities, enhance social interaction, and reflect adjacent land uses. The entire composition of the street, including trees, walks, front yards, plazas, and building façade elements such as porches, stoops, and balconies, define and contain a common space for residents to enjoy.
- 5.3 Design neighborhood streets to be as narrow as possible, still proving for adequate travel ways, safety, emergency & service vehicle access, and on-street parking as appropriate.
- 5.4 Give priority consideration to pedestrians and bicycles when designing roadways.
- 5.5 Emphasize non-motorized modes of transportation within the neighborhoods. Through design and ease of access, the extensive pedestrian and bicycle circulation system will encourage residents and employees to walk and bike throughout the area. Design the pedestrian and bicycle circulation system to be one of the major identifiable elements that provides cohesiveness and connectivity throughout the community. The pedestrian and bicycle circulation system will be well marked and comprehensible.
- 5.6 Provide more than one entrance to neighborhoods and development parcels where possible. Provide connections between development parcels. Practically, however, this may not be possible for all development parcels due to critical areas, topography, and other natural constraints. Design the trail system to provide direct connections not possible using the street system between major activity centers such as the High Streets retail area and Central Park. In addition, locate trails to connect to smaller neighborhood treasures such as pocket parks and viewpoints.
- 5.7 Provide pedestrian and bicycle connections through the open space areas.
- 5.8 Provide educational materials to residents that describe the benefits of the reduction of automobile trips for the neighborhood, City, and entire region.
- 5.9 Where appropriate, provide trail amenities that encourage use and convenience such as bike racks, exercise areas, benches, and trash receptacles.

Goal 6. Create a variety of housing types, densities, and costs while providing a consistent identity throughout the neighborhoods and consistency with Issaquah Highlands

Objectives:

- 6.1 Mix housing types and densities within development parcels and encourage the creative use of design options to establish usable private and public outdoor space.
- 6.2 Provide design guidelines that encourage social interaction and enhance the pedestrian experience.
- 6.3 Encourage the use of artwork within development parcels. Artwork can contribute to neighborhoods in many ways, including providing neighborhood focal points, establishing entryways, and providing visual interest within parks and at viewpoints.
- 6.4 Provide housing for a variety of income levels, including affordable housing units.
- 6.5 Provide the opportunity for creative integration of secondary units such as accessory dwelling units, within the residential development parcels. Secondary units contribute to the diversity of housing types and variety of income levels served within the Project.
- 6.6 Strengthen the sociable public realm through the use of such elements as main building entrances, front porches or balconies facing the street, walkways connecting residences and businesses to the street, living/active space facing the street, and common gathering spaces that connect to the street either physically or visually. Utilize street trees and street character to provide unifying elements in all neighborhoods. Diminish the dominance of garages and structured parking by using alleys, setbacks, and/or architectural and landscape features.

- 6.7 Utilize the Issaquah Highlands Architectural Review Committee to ensure design details from Issaquah Highlands are incorporated into Project plans.

Goal 7. Provide for open space, parks and recreational facilities that contribute to the character of the neighborhoods and provide recreational opportunities for residents and visitors.

Objectives:

- 7.1 Provide natural open space and active park areas, such as tot-lots, mountain bike skills area, sport courts, and multifamily club houses, within close proximity to all residences. Some of these open space and park areas will serve the entire community while others serve only the residences with which they are associated.
- 7.2 Ensure that parks are appropriately accessible to the elderly, provide safe and interesting play opportunities for children, and provide recreational opportunities for adolescents.
- 7.3 Use park and open space areas as neighborhood design features and focal points of the community. Incorporate, when appropriate, weather protection into park designs to provide opportunity for year round activity.
- 7.4 Align parks and open spaces with roadways and/or trails to emphasize their role as focal points of the community and to provide ease of access. Design and place parks to be visible from main circulation routes.
- 7.5 Make the open space areas accessible to residents and visitors through the use of an extensive trail system. Provide for multi-use trails and recreational opportunities for a wide range of users.
- 7.6 Minimize the impacts of park areas and trails on adjacent residences through careful consideration of siting, intended use, lighting, landscaping, and placement of access points.
- 7.7 Restrict trail access to areas approved on a City or County trails plan.

DESIGN GUIDELINES

INTRODUCTION

The Project has been designated as an Urban Village within the City of Issaquah. The Urban Village concept allows the incorporation of area-specific standards that facilitate the creation of neighborhoods with varied character within the City. The Project is defined by connectivity, diversity and creative land use planning, pedestrian scale, defined public space, discernible edges, and accessible open space as well as a sense of community, a diversity of lifestyle options, and a social and cultural diversity.

As an area within the City and as an extension of Issaquah Highlands, the Project neighborhoods offer many amenities to residents, visitors, and workers, including:

- 1. a pedestrian-prioritized land planning approach;
- 2. an integration with Issaquah Highlands that will offer benefit to both areas.
- 3. a mix of housing types which promotes a diverse group of community members;
- 4. expanses of open space surrounding and defining the edge of development;
- 5. a respect for the natural environment and a reflection of the natural environment in the design of the community through landscape and hardscape elements;
- 6. an Institutional campus that is viewed as a neighborhood and encourages interaction with the public;
- 7. narrow streets that promote slower traffic, create pedestrian scale, and result in less impervious surface than wider streets; and,
- 8. a sociable public realm (appropriate site planning will provide connectivity between uses, proximity of uses to each other, and siting of structures and landscape elements to reinforce the street. These elements work together to create a public realm that encourages social interaction between community members, referred to throughout this Development Agreement as the sociable public realm).

USING THE DESIGN GUIDELINES

The Design Guidelines encourage site planning and design that will shape and enhance the vision for the Project. The Design Guidelines provide a variety of design solutions to achieve the Project character. Design solutions may be advanced by builders that include creative solutions not anticipated in these Design Guidelines. Such creativity is welcomed as long as the proposed design fulfills the intent of the Design Guidelines, and implements the vision established by the Planning Goals.

The Design Guidelines are applicable to all permits, applications, or actions. They refine the Planning Goals and ensure that the general character of the Project areas relate to one another and are consistent with Issaquah Highlands. The Design Guidelines are used by the developer and builders as a guide in designing all development submittals. Both site design and architectural design are integral elements in the creation of a successful neighborhoods and work together to make the Project a distinct and aesthetically pleasing community within Issaquah. To reflect this integral relationship, these Guidelines contain both site design and architectural design guidelines. Both will be utilized by the City and Issaquah Highlands' Architectural Review Committee to review and approve applications entitled by this Development Agreement.

Vehicle and Pedestrian Circulation

Traffic flow within the Project is only one of the considerations of street design. The circulation system also connects Development Parcels, promotes walking and bicycling, and contributes to the visual character of the community. Street design provides comfortable, safe, and interesting space for automobiles, pedestrians, and bicyclists. This Chapter discusses road types and road patterns. Guidelines for the pedestrian and bicycle facilities are in the next section titled "Pedestrian Circulation."

Several road types may be permitted within the Project neighborhoods. All roadways, public and private, must be consistent with the Design Guidelines. Roadways are safe, comprehensible, and sited and designed to respond to the terrain and critical areas located within and surrounding the Project. The increased road grades, reduced pavement widths dictated by the natural contours of the neighborhoods, and roadway landscaping slow traffic, decrease impervious roadway surfaces, provide pedestrian-scale roadways, and provide unifying elements between Development Parcels. As a result of natural constraints such as topography and critical areas, some of the neighborhood streets may be loop roadways or individual cul-de-sacs, as described below. When roadway connectivity between Development Parcels is not possible, trail systems connecting the areas are encouraged. Neighborhoods shall not be designed as private "enclaves".

Street Design Guidelines

1. Design streets to minimize excessive automobile speeds and trip lengths.
2. Design streets to be as narrow as possible while also considering safety.
3. Design streets that support and contribute to the character of neighborhoods and a pedestrian oriented environment through the use of elements such as lighting, landscaping, on-street parking, sidewalks, and number of travel lanes and their widths.
4. Provide on-street parking when possible to slow traffic, reduce the visual impact of the paved street, and reduce the need for surface parking lots or parking structures.
5. Provide transitions between street types at intersections or physical breaks in order to provide a visual transition between road sections.
6. Provide pedestrian- and bicycle-safe crossings and consistent directional and informational signs.

Street Landscape Guidelines

1. Use landscaping to emphasize the hierarchy and function of roadways, support the character of adjacent uses, and provide a connection to the natural environment.
2. Provide planting strips with ground cover, shrubs, and street trees between the curb and the sidewalk to provide pedestrian scale and a buffer between cars and pedestrians. Landscape materials will support and enhance the visual character of the area.
3. Provide unified landscape throughout each neighborhood that reflects the character of the surrounding uses.



Multiple trail types may serve a neighborhood area. In this case, the sidewalk connects to a pedestrian path which connects to a multi-purpose trail. This type of connection allows uninterrupted pedestrian and bicycle recreational activities.

Street Patterns

The neighborhood street networks within each Development Parcel are an important contributing factor to each neighborhood's character. Street patterns discourage high speed travel and encourage pedestrian and bicycle use. The size, topography, character, and average daily vehicle trips of each Development Parcel dictate the type of street patterns that are appropriate for that area. The street system will provide orientation to users and create structure in the Project. The following Design Guidelines dictate a street system that is safe, comprehensible, and adjusted to the topographical constraints of the each neighborhood.

General Street Layout

1. Design street layouts to preclude traffic cutting through neighborhoods.
2. Design the street layout to make the street system intuitively comprehensible to drivers, bicyclists, and pedestrians.
3. Utilize the topography to create interest and anticipation in the street layout.
4. Site roads to work with the topography of the site. Roads should traverse hills when necessary to avoid excessively-steep road grades and to preserve natural hillside areas. Roads should also be used to highlight focal points, important or public buildings, landmarks, and views.
5. Provide connections to neighborhood focal points such as parks, critical areas or view points. Also utilize these as organizing elements or axial views in the design of the street system.
6. Revegetate cut slopes to reflect the natural character of the land.
7. Provide inter-neighborhood connections, when practical.
8. Provide more than one entrance into each Development Parcel, where practical.
9. Use low speed traffic techniques such as combinations of straight and curved streets, narrow streets, on-street parking, frequent intersections, off-set intersections, and intersection focal points.
10. When siting buildings, provide linkages to pedestrian paths and trails.

Preferred Street Layout

In general the primary characteristic of the preferred street layout is an interconnected street system. The interconnected street system should be used to create structure within the Development Parcel, breaking it up into meaningful sections and providing orientation to users. It will also provide multiple routes that spread the potential impact of traffic throughout a neighborhood and reduce the likelihood of bottlenecks. The following design guidelines should be followed in Development Parcels where they are feasible:

1. Use an interconnecting pattern of local streets.
2. Provide multiple routes throughout the neighborhood to diffuse traffic.
3. Provide more than one entrance into a Development Parcel.



This residential street serves a hillside neighborhood. To encourage low speeds and contribute to the residential character of the neighborhood, the street is narrow, contains street trees, and provides on-street parking. The road curves as it moves up the hill, creating a sense of anticipation.



This focal point is a neighborhood landmark, helps to orient people traveling through the neighborhood, and provides the opportunity for a community garden.



This traffic circle encourages low speeds on these interconnected residential streets. The plantings within the traffic circle reflect the character of the neighborhood and create a focal point.

In some Development Parcels, size, topography, critical areas, or other parcel characteristics will necessitate that circulation be provided by a single road. Even in these situations, streets should be laid out to assist the driver, pedestrian, or bicyclist in navigating the road system and should contain pedestrian friendly elements such as sidewalks, landscaping, focal points, and traffic slowing techniques as shown in the above photographs. In general, the solution which avoids a dead end street system is preferred. Neighborhood areas utilizing the secondary street layout are generally also surrounded by topographical or critical area constraints that may prevent a street system that provides connections to adjacent neighborhoods or development parcels. Where the roadway system cannot provide connections between Development Parcels, or dead end streets are necessary, pedestrian and bicycle connections to other neighborhoods or streets should be provided as possible.

Design Guidelines

1. Provide as comprehensible a street system as possible.
2. Provide a pedestrian friendly street system even in constrained situations by incorporating connections between Development Parcels or dead end streets.
3. Loop roads and other non-dead end solutions should be utilized as possible.
4. Place streets near or adjacent to community focal points, such as pocket parks, natural vistas, and informal gathering areas.
5. Provide limited street lighting adequate to ensure safety but limited enough to reflect the character of neighborhoods.
6. Use streets to establish and reinforce the character of each Development Parcel.



A residential street with narrow travel lanes, on-street parking, sidewalks, and planting strips that reflects the character of the neighborhood and creates a pedestrian friendly environment. The character and scale of the street lights shown in this photograph do not contribute to a pedestrian friendly environment and are not appropriate.

7. At the closed end of the cul-de-sac, provide a pedestrian walk that connects the cul-de-sac to the neighborhood circulation system. When a pedestrian connection is not feasible, provide an appropriate amenity, such as a pocket park or a view point.



A pedestrian walk connects a cul-de-sac to the neighborhood pedestrian circulation system. The landscaped island provides a focal point at the dead-end.

8. Provide continuous pedestrian routes along shared drives and access roads connecting the residences to the pedestrian circulation system. If automobiles and pedestrians share the paved area, provide special paving to indicate pedestrian presence and to slow traffic speeds.
9. Provide planter boxes or other design elements to slow traffic and provide pedestrian scale.
10. Provide landscaping to provide pedestrian scale and a buffer between cars and pedestrians.
11. Provide unified landscape that reflects the character of the surrounding uses.
12. Provide sufficient lighting for pedestrian safety. Lighting should be placed to eliminate glare. Light standards should be selected to minimize power usage.
13. Provide durable, low-maintenance landscaping.



A shared drive serving single family homes. A concrete surface is provided to contrast with the asphalt roadway. Lighting is provided for safety and is sited so as not to glare into homes. A pedestrian trail connects the drive to the next street.

Pedestrian Circulation System

The pedestrian circulation system is primarily composed of sidewalks and trails. It contributes significantly to the sense of community. The pedestrian circulation system also provides internal connections within Development Parcels. The combination of trails within the open space and sidewalks and trails within the Development Parcels provides linkages throughout the Project. In some cases, pedestrian and bicycle facilities are located along roadways. In other cases separate facilities through open space areas are provided.

Design Guidelines

1. As practical, provide a continuous, non-segregated pedestrian network.
2. Design a pedestrian network which provides the opportunity for both recreation and commuting to employment and retail uses within the community. Along streets this system will be sidewalks, unless a critical area or topographic features prohibits a sidewalk; in that case, a trail associated with the road will be provided.
3. Provide an interconnected series of sidewalks and trails throughout the Project, within and between the developed areas as well as within the open space areas.
4. Provide pedestrian and bicycle access to community amenities and facilities.
5. Provide frequent pedestrian crossings, mid-block crosswalks, short cuts, or other pedestrian friendly techniques.
6. Minimize the number of driveways crossing sidewalks.
7. Provide curb bulbs at pedestrian crossings on appropriate portions of high use roads.
8. Provide direct, attractive and identifiable connections from streets, sidewalks, and other primary pedestrian circulation to the front door or building entrance as well as between other destinations pedestrians use, such as common facilities, outdoor recreation, parking facilities, transit stops, and trails.



A sidewalk along a residential street. The sidewalk provides a continuous pedestrian connection throughout the neighborhood. The planting strips, street trees, and on street parking buffer pedestrians from traffic and contribute to a pedestrian scaled and friendly environment.

Trail Design

1. Design width and surface types based on topography, volumes and types of users, and adjacent uses.
2. Adjust surface type and width accordingly when trails pass through critical areas.
3. Design trail signage that is constructed with natural materials when appropriate and compatible with the character of the community. Trail signage should be consistent throughout the Project.
4. Provide trail lighting for safety where necessary without adversely affecting the surrounding uses.
5. Provide pedestrian amenities, such as benches and trash receptacles when appropriate. The design of amenities should be sensitive to the environment and consistent with the trail design and surroundings. Trash receptacles should be wildlife resistant.
6. Provide pedestrian and bicycle connections to adjacent neighborhood areas through the trail system.



A multi-purpose trail in an open space area that provides pedestrians and bicyclists with recreational opportunity and provides a connection between developed areas.



A bench and trash receptacle sited along a critical area multi-purpose trail. The use of a log as a bench contributes to the character of the trail.

Landscape Design

1. Provide trail landscaping that is consistent with the surroundings. This may result in varying degrees of urban trail landscaping in the built environment and the use of natural landscaping in the open space areas.
2. Provide a landscape screen or buffer when necessary to provide privacy for adjacent uses. However, avoid using screening or buffers that create an unpleasant or gauntlet effect along the trails. Fencing, when necessary, should not be placed immediately adjacent to trails.



A pedestrian trail sited between homes and a detention pond. An open fence is placed around the detention pond and landscaping is used to provide privacy for the adjacent uses.



The landscaping along this trail reflects the mountainous landscaping of the surrounding open space. Evergreen trees are clustered informally and several deciduous trees provide seasonal color. Lighting and an informational sign are provided at a pedestrian scale.

Parking Design

Parking needs are accommodated three ways:

1. On street parking is used to the greatest extent possible to provide guests, visitors, and customers with immediate, visible, short term parking.
2. Structured parking will be used whenever possible to efficiently use the land and minimize the visual impact.
3. Surface parking will be used as necessary to provide convenient parking facilities and will be sited to minimize its impact on the public.

Architectural and Site Design

1. Site parking structures to take advantage of topography. This permits more or all of the parking to be underground as well as the ability to terrace the building. As structures move uphill, parking entrances can be located at ground level with several levels of parking underground.

2. Provide adequate lighting within parking structures. Lighting should be part of the design of the parking structure and should not spill out onto adjacent uses.
3. Site driving lanes and parking stalls to eliminate headlight glare on adjacent uses.
4. Utilize earth-toned colors and minimize reflectivity from metal and glass surfaces.

Landscape Design

1. Screen parking from the adjacent streets and uses. The screen should contain a mix of evergreen and deciduous trees, if active uses cannot be used to screen parking.
2. Provide landscaping along pedestrian connections from parking to uses. Landscaping should be compatible with that of the surrounding uses.



A mix of evergreen and deciduous trees: landscape area that screens the parking structure from the adjacent uses. Additional screening of the structure could be provided through the use of shrubs.



Use site topography to blend taller buildings into the site.

Pedestrian Circulation

1. Provide convenient pedestrian connections from structured parking to uses.
2. Use materials and colors that clearly delineate pedestrian crossings within parking areas.
3. Provide pedestrian-scale lighting along walkways.



A pedestrian path connecting a parking structure to adjacent uses. The landscaping creates a pleasant pedestrian connection.

Surface Parking Areas

Attention to the design of surface parking areas reduces the dominance of automobiles and ensures compatibility and sensitivity to the built and natural environment. Under these circumstances, surface parking areas do not appear as overwhelming aspects of a site. Use paving materials, terracing of lots and landscaping to separate parking lot areas to create a series of smaller lots. Pedestrian connections to uses are convenient, clearly marked, and safe.

Design Guidelines

Site Design

1. Site parking areas behind buildings whenever possible and beside uses if necessary.
2. Combine structured parking with surface parking to divide surface parking areas and diminish surface parking area presence.
3. When parking areas must front on a street, site the parking so the short dimension is adjacent to the street frontage and place the parking lot away from street corners. Also use landscape and architectural features to maintain the streetwall.
4. Terrace parking areas when topography allows.
5. Locate, design, and/or screen service and loading areas to minimize visibility from the street, other public spaces, and adjacent uses. Service and loading areas should be shared by several uses when practical.
7. Site lighting fixtures to eliminate interference with uses adjacent to the parking area.
8. Locate bicycle parking in convenient proximity to the use. Bicycle parking should not interfere with pedestrian circulation.
9. Balance the need for safety and visibility with screening when using landscaping or other design elements in parking areas.



Structured and surface parking are mixed to create smaller lots. The building is sited to take advantage of topography and provide structured parking on several levels.

Landscape Design

1. Provide an appropriate landscape buffer around the perimeters of parking lots. The purpose of this landscaped edge is to contain the parking lot and define its edges, while simultaneously allowing pedestrians to view in and out of lots.
2. Use landscape islands to minimize the mass of parking areas, creating the sense of several small lots as opposed to one large lot. Also locate the landscape island to allow trees to provide a relatively uniform canopy for shade.
3. Provide a mix of deciduous and evergreen trees and shrubs around parking lots. Deciduous trees add seasonal interest and provide shade areas. Evergreen trees and shrubs provide year round foliage and screening.
4. Provide native and drought tolerant plant species within parking lots.
5. Use plant materials that are resilient to weather conditions and pedestrian traffic.
6. Use coarsely textured groundcovers to add visual interest and minimize soil erosion.
7. Use mounding to add relief to flat ground and minimize parking area mass.
8. Use plantings, low walls, and other appropriate solutions to eliminate glare from automobile headlights on adjacent streets and uses.
9. Use landscaping to continue the street wall when structures are interrupted by a parking lot.



Landscaping is used to break up the mass of this parking lot and create small outdoor rooms. While the shrubs and trees define the edges of the parking areas, they also allow pedestrians to view in and out of the lot.



Mounding and landscaping used to break up the mass of the parking lot. A mix of evergreen and deciduous trees and shrubs are used and landscaping is informal, reflecting the surrounding natural area.

Pedestrian Circulation

1. Provide pedestrian paths that are easily accessible and generally follow landscape islands and parking area perimeters.
2. Provide safe and convenient access to entryways.
3. Use materials and colors that clearly delineate pedestrian crossings within parking areas.
4. Provide pedestrian scale lighting.



A convenient and pleasant pedestrian connection within a surface parking area. The pedestrian connection is delineated from the driving surface through the use of special paving material. Landscaping, pedestrian lighting, and street furniture create an enjoyable pedestrian space.

Neighborhoods

There are both residential and campus neighborhoods possible within the Project.

Housing variety is a basic City goal. A range of housing types, designs, and prices are permitted to meet the needs of many lifestyles. This range is represented by single family detached homes on large, medium, and small lots; single family attached homes; and multifamily homes. When size and physical characteristics allow, housing variety is provided within individual residential neighborhoods. Generally, this variety is represented by a mix of single family detached and attached homes on low density parcels, single family detached and attached homes possibly mixed with small scale multifamily residential on medium density parcels; and single family attached and multifamily residential combined on the higher density parcels.

Any Institutional/Public buildings located in the Project will share the same Design Guidelines as the residential parcels. An institutional campus will be designed to integrate in with surrounding residential areas and will provide public gathering spaces that will invite social gatherings of various sizes.

Street and pedestrian circulation systems and landscaped areas are relatively informal in design, and development is designed to blend with the physical characteristics of the land.

Slopes will be a factor, along with aesthetics and neighborhood character, in determining building and road placement and design. In some of the Development Parcels the buildings can be located on the flattest portions of land. In some of the steeper Development Parcels, buildings are nestled into the slopes and step up as the topography moves upward. Retaining walls used to accommodate grade changes are made of keystone, stone, or other appropriate materials, and are landscaped to reflect the surrounding open space areas. Landscaping on lots contains elements such as stone and a mix of deciduous and evergreen trees and shrubs that relate to the surrounding open space yet are maintained to also relate to the built environment. Formal landscape elements such as lawns, brick pavers, artwork, and garden features are also found.

In all neighborhoods the buildings, streets, trails and shared community spaces work together to promote interaction between community members, reinforcing the sociable public realm. Streetscapes are pedestrian friendly, providing landscaping and other elements that separate the sidewalk from travel lanes. Homes and buildings face the streets and have direct pedestrian connections to entrances and encourage interaction. Trails and streets provide comprehensive and attractive circulation within and between Development Parcels. All residences are within close proximity to at least one community gathering space. All non-residential areas will contain or have access to a community gathering space.

Architectural and Site Design

1. Reinforce the relationship of homes and non-residential buildings to the streetscape and other public spaces through appropriate setbacks, interesting and human scaled building forms, and activities facing the street or public space that make the sociable public realm lively.
2. Consider the importance of public spaces when designing each neighborhood area. Use these features as landmarks and focal points in the plan of a neighborhood. Place parks, trails, and other public amenities in prominent locations within neighborhood areas or adjacent open space areas. These spaces should be easily accessed through the trail systems and/or the sidewalks.
3. Site and design buildings to respond to the natural features of the site, topography, and drainage ways when feasible to avoid unnecessary recontouring of the land.
4. Site and design buildings to take advantage of shade, solar exposure, and existing vegetation.
5. Site buildings to take advantage of views from the site as well as views of interesting landscape compositions, open space areas, parks, etc.
6. Site and design buildings on slopes to provide minimal impact on the views from the surrounding areas. This may involve techniques such as using multiple, terraced low retaining walls or rockeries; on downhill elevations articulating and screening elevations as well as providing transitional plantings; and placing buildings below the ridge line.
7. Feather cut and fill areas into the natural topography surrounding the building area.
8. Articulate downhill elevations, avoiding large, blank facades.
9. Provide retaining walls that add visual interest to the neighborhood and are visually connected to the natural environment, using elements such as rock or keystone walls with ferns and other plantings.
10. When homes step up hills, place garages underneath the home with the garage door on the downhill side, when possible.
11. Consider view corridors from adjacent properties when siting buildings and parking areas. Location of courtyards, surface parking, and open spaces can maintain neighbors' views.
12. Place mailboxes in locations that offer opportunities for gathering. To minimize their impact mailboxes should be placed on property lines where residences are on individual lots, or in areas without lots, they should be placed where they will not block views.
13. Place refuse collection and service areas in locations that are accessible, yet minimize their impacts on the public.
14. A distinctive and recognizable entrance or gateway element should be incorporated into the campus.
15. Major vistas should be developed to help with visitor orientation and wayfinding.
16. Scale and proportion of buildings should create a sense of place within the campus.
17. Building placement should acknowledge the setbacks and orientations of adjacent buildings.
18. The rooflines, proportion and visual mass of each building should be considered as part of the bigger neighborhood.
19. Significant building elements such as cornice lines, pronounced entries or porticos, colonnades, awning elements, exterior stairways and masonry detailing help to create a cohesive campus identity.
20. Special attention should be given to all building entries with plant materials selected for scale, texture, seasonal color and overall visual interest.
21. Campus building entries that face major malls and streets should be treated as "front porches" with seating areas, planting beds, lights, weather protection and other amenities providing opportunities for small social gatherings.
22. Open spaces between campus buildings should be designed as functional assets; or, replanted as forested similar to pre-development conditions.



Single family attached homes surrounded by open space. Homes are partially screened from view by the surrounding landscape, downhill elevations are articulated and contain interesting building materials, and garages are tucked under the homes.



Design of these small lot single family homes is appropriate to achieve the low density character. Living space and front yards facing the street contribute to the sociable public realm..



These duplexes use site planning, as well as architectural design, to reflect and blend with adjacent single family detached homes. Site planning elements include setbacks, a single walkway and the location of entrances.



A home in a low density neighborhood with many elements that tie the home to the street. Living space facing the street, a front porch, the garage tucked behind the house, a walkway connecting the home to the sidewalk, and a minimal front yard setback.



These single family detached homes illustrate how tuck under garages de-emphasize the automobile.



A landscape strip between driveways containing lawn, a shade tree, shrubs, and an arbor.



A shared open space is within a single-family detached neighborhood area. The lawn and mix of evergreen and deciduous trees and shrubs reflect the neighborhood character.



Example of single family attached townhomes (on the right) and single family detached homes (on the left) along with shared open space in the background. The attached homes have their front doors off of a sidewalk in the park rather than one associated with the street.



Single family attached homes with minimal setbacks from the sidewalk, walkways, landscaped areas, modulation, and bay windows contribute to the sociable public realm and compliment the adjacent single family detached homes. Garages are contained on the interior of the project and are accessed by a shared drive.



Homes oriented toward the street with minimal front yard setbacks, prominent entries, and walkways connecting homes to the street.



Homes with back facades facing a shared common area. An entryway and back patios face the shared common area, reinforcing the sociable public realm.



A shared common area within a medium density neighborhood containing lawn, a pedestrian walkway, picnic table, and trash receptacle. The walkway is connected to neighborhood sidewalks, contributing to a continuous pedestrian route throughout the neighborhood. Uniformly spaced trees reflect the neighborhood street trees and provide a visual connection.



A shared common area within a medium density neighborhood uses a combination of retaining walls and landscaping to strike a balance between an informal and more structured landscape.



Architectural and landscape features reduce the mass of this multi-family structure. A landscaped area and bench adjacent to the structure provides a shared open space for residents.



A street setback containing landscaping contributes to the sociable public realm by softening the building and providing color, texture, and structure. The scale of the building is reduced through the use of design elements such as bay windows, construction materials, and roofline and facade modulation.



A mail kiosk, small lawn area with a bench and trees create a focal point within a high density neighborhood.



A mix of deciduous and evergreen trees, shrubs, and groundcover contribute to the pleasant atmosphere of this shared courtyard of a multifamily building. Landscaping also reduces the bulk of the building and ties the building to the surrounding open space.



Provide artwork in pedestrian gathering spaces to enhance the sociable public realm of the campus.



Provide weather protection for public walks to encourage non-vehicular circulation and outdoor activities.

Landscape Design

1. Where practical, preserve the existing natural landscaping.
2. Use native plantings that reflect the character of the community when replanting disturbed areas.
3. Use landscaping to create a smooth transition from groomed areas close to buildings to the natural landscape of the surrounding open space.
4. Site parks or benches at view points when feasible.
5. Activate view points by providing benches, signage and other pedestrian amenities.
6. Provide transitional landscaping between the built environment and the surrounding open space.
- 7 Use landscape planting to visually screen utility boxes, trash receptacles, and other undesirable areas.
8. Provide landscaping along buildings to avoid large, blank portions of walls, though preferably these walls are alleviated architecturally.



Existing landscaping was preserved adjacent to these homes providing a transition to the open space and nestling the homes into the landscape. Development edges are clearly defined by open space areas and homes are partially screened by existing trees. The materials used, building modulation and abundance of windows provide interest on the downhill sides of these residences.



Provide signature trees to help establish the character to the institutional use.

Fences and Walls

Fences and walls serve many purposes. They delineate public and private space, provide retaining functions, screen undesirable elements such as trash receptacle areas and utility boxes, and provide barriers between potential safety hazards and the public. Fences and walls are designed to serve a purpose and be visually compatible with the surrounding landscape and character of the neighborhood.

Design Guidelines

1. Design walls and fences to be compatible with the surrounding uses and structures. Chain link fences are not allowed unless they are necessary for safety.
2. Fences and walls placed on slopes should follow the terrain.
3. Articulate large expanses of fence or wall to provide visual relief and reduce visual bulk and size.
4. Use low, open fences or low walls to delineate private from adjacent public spaces, such as a front yard, a seating area for a restaurant, park, plaza, or trail.
5. Provide open fencing along pedestrian bridges and overpasses to ensure safety while maintaining visual openness.
6. Use walls and fences to create pleasant outdoor rooms for pedestrians.
7. When practical, terrace retaining walls to reduce bulk and create planting areas.
8. Use landscape plantings within retaining walls such as ferns or moss to add visual interest.
9. Use low walls or planters to delineate pedestrian walkways or portions of a public area. Consider the use of green walls where appropriate.
10. When large fences or walls are used to screen undesirable elements, provide landscape plantings, articulation, and/or artwork to soften the visual effect of the structure.
11. Use up to full height fences or walls to completely screen unsightly facilities such as dumpsters and recycling areas. Use landscaping materials to soften or accent the fence or wall.
12. Plant shrubbery in front of straight wall segments that cannot be articulated in some other way.



A low, open fence and arbor used to delineate a private yard from public space.



A low, open fence is used to separate private yards from this public pedestrian path.



Terracing reduces the visual bulk of this retaining wall and provides a space for landscape plantings. Landscaping has not been installed in this retaining wall.



Terracing reduces the visual bulk of this retaining wall and provides a space for landscape plantings. Landscaping has not been installed in this retaining wall. Ferns planted between the stones of this retaining wall provide character and visual interest.



An open fence is used to separate a pedestrian trail and adjacent residential uses from a detention pond area. The open fences allows a visual connection while at the same time deters the public from entering the detention pond area.

Open fencing used along this pedestrian bridge maintains a sense of openness along the trail while at the same time provides for pedestrian safety. The fence material and design reflects the character of the surrounding wooded open space.



An open iron fence is provided within a pedestrian square. The design and materials of the fence reflect the urban character of the square.

Informal Gathering Areas

Informal gathering areas are generally placed in areas too small for a plaza or a park, or where passive, unstructured space would be more appropriate. They can be hard surface, landscaped, or a combination of both. They create small community focal points and incorporate pedestrian-scale design elements. Often they are designed around a piece of artwork, pedestrian furniture, viewpoint, or small piece of open space. Informal gathering areas may extend into the streetscape.

1. Locate informal gathering areas where pedestrians can enjoy their use.
2. Provide attractive and convenient street furniture, such as trash receptacles, bike racks, information kiosks, drinking fountains, etc.
3. Use landscaping and adjacent uses to create areas of sun, shade, and wind protection.
4. If paved, use special paving, such as brick, concrete, or pavers; no asphalt.
5. Use landscape materials to separate into distinct areas or contain the informal gathering area, when appropriate.
6. Provide weather protection for year around use.



An informal gathering area in a residential area provides a bench and lighting within a small green space for pedestrian enjoyment.

Sustainable Building Technologies

The goal of sustainable building technology is to minimize the use of natural resources and thereby create savings for occupants through lower utility bills and healthier surroundings. The purpose of these guidelines is to increase the awareness of builders, planners, and architects of the opportunities for conserving natural resources by suggesting various planning and design techniques.

In addition to the various actions suggested below, the neighborhoods will implement a mandatory green building program for builders such as Built Green, Energy Star, LEED, or their equivalents.

Design Guidelines

1. Locate high-density residential and non-residential uses for convenient access to shopping, services, and parks and trails.
2. Site buildings to take advantage of natural daylight.
3. Locate landscaping to reduce the heating and cooling needs of structures.
4. Locate structures to reduce conflict between internal climate control systems and passive solar heating and cooling.
5. Use plantings that do not require irrigation and that offer wind and sun protection.

6. Include recycling containers at convenient locations in multi-family residential and non-residential projects. Design low and medium density residential with areas for recycling either in individual units or in common areas. Provide weather protection for recycling materials.
7. Place parking underground when practical in high density and non-residential projects to reduce impervious surface and increase open space areas.
8. Incorporate LID techniques into site design to decrease stormwater runoff.
9. Provide composting facilities with pickup vehicle space and access in large community gardens.
10. Incorporate principles of naturescaping into landscaping through techniques such as utilizing native, drought tolerant and wildlife enhancing plantings, providing food and cover for birds and wildlife and maintaining healthy soil.
11. Provide communications infrastructure that supports telecommuting.
12. Educate the public and create mechanisms that will help minimize and direct the appropriate use of fertilizers and pesticides.
13. Incorporate solar, wind and/or geo-thermal power generation to the extent feasible.

APPENDIX B – Public and Private Street Standards

Purpose: The purpose of this Appendix is to establish appropriate standards for the regulation of design, configuration and performance of all public and private streets within the Project in order to:

- A. Provide a primary component of the pedestrian network and sociable public realm;
- B. Minimize impervious surfaces to limit the amount of storm water generated from the provision of the road network;
- C. Ensure balance between vehicular, pedestrian and other modes of transportation within the district;
- D. Establish standards to protect the health, safety and general welfare of the public;
- E. Ensure consistency and standardization of public and private streets;
- F. Establish a streetscape that helps define the image of this district that is distinctive and compatible with Issaquah Highlands; and,
- G. Support the vision of the Project Goals and Design Guidelines.
- H. Support the use of Sustainability goals by, whenever possible, utilizing pervious pavers or other LID techniques and the use of recycled construction materials in street construction.

1.0 APPLICABILITY

Specific land uses, site conditions, visibility limitations and critical areas may result in warranted variations to the street types permitted in this Appendix. Standards not defined in this Appendix will be governed by the City of Issaquah Street Standards, as determined by the Designated Official.

2.0 STREET TYPES

Streets may be public or private, as determined by the Developer and the Designated Official. However, all public streets will be connected. In other words, no public street will be accessed solely from a private street. And, Fire apparatus and service vehicle turnarounds shall be directed by the Designated Official.

For all streets constructed within the Project, the following standards shall apply:

Minimum Intersection Spacing: 150'

Minimum Stopping Sight Distance: 150'

Minimum Entering Sight Distance: 250'

Minimum Inside Curb Radius: 3'

Minimum CBR: 0.82

Class B/ATB: 2.0/4.5; Autocourts will be concrete; Woonerven will be textured concrete or pavers

Lighting: Spacing will be reviewed on a case-by-case basis

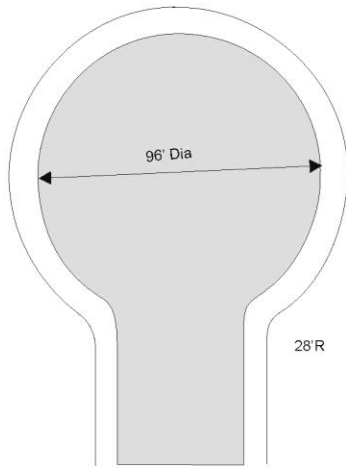
The public and private street standards are detailed in the Table below. Standards may be modified due to sight limitations, safety concerns or to further the Planning goals and guidelines listed in Appendix A. Streets 1-5 shall have 5 foot sidewalks and 3½ foot planter strips on both sides behind curb.

Street Type	ADT	ROW	# lanes	Parking	Bike Lanes	Design/Posted Speed
Street 1	< 5,500	60'	2	Both sides	Both sides	25/25
Street 2	< 5,500	50'	2	Both sides	None	25/25
Street 3	< 5,500	46'	2	None	Both Sides	25/25
Street 4	< 1,200	43'	2	Both Sides	None	25/25
Street 5	< 1,200	36'	2	None	None	25/25
Alley	N/A	18'	2	None	None	10/None
Woonerf	< 22 homes	18' (36')*	2	One side*	None	10/None
Autocourt	N/A	See Fire Turnaround	2	None	None	10/None
Cul-de-Sac	N/A	108' dia**	2	None	None	10/None

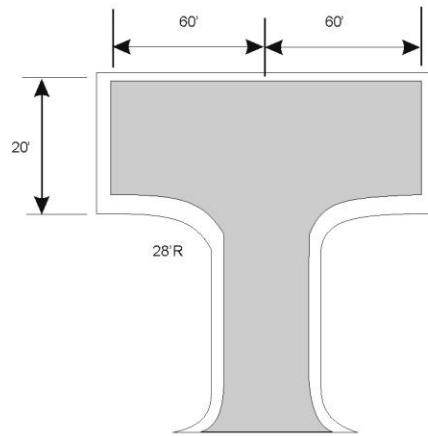
*optional parking "bays" may be provided perpendicular to travel lanes. No more than 5 spaces may be grouped without a minimum 16-foot break. In no cases shall parking bays be placed back-to-back.

**cul-de-sac to include landscape planter in center, approx. 40' diameter

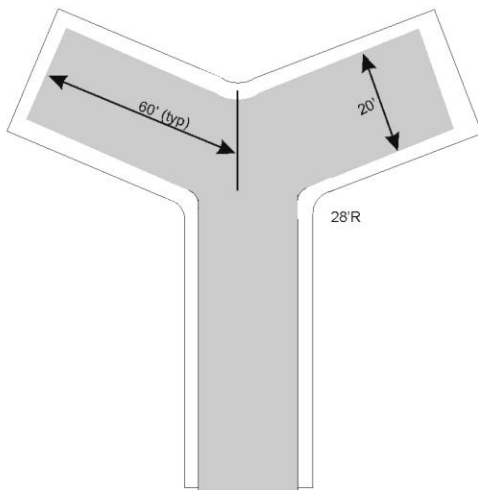
FIRE APPARATUS TURNAROUNDS*



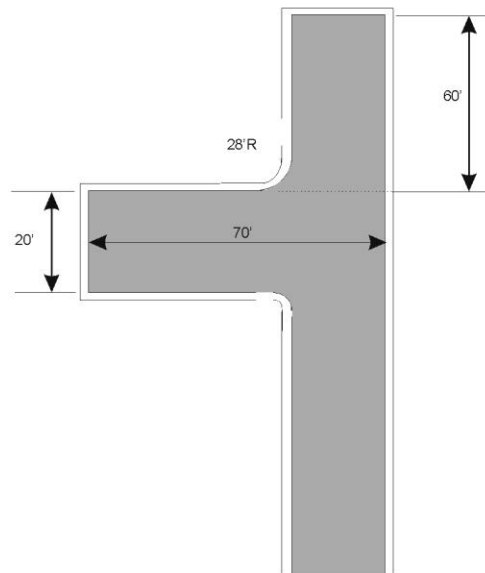
Cul-de-sac



Hammerhead



"Y" Hammerhead



Right-Angle Hammerhead

*Other solutions may be acceptable subject to Fire Department review. Drawings are not to scale.

3.0 STREETSCAPE

3.1 Landscaping (See Appendix I)

3.2 Fire Hydrants

A three-foot clear zone, that may include groundcover, shall be maintained around all fire hydrants to ensure adequate access by the fire department.

3.3 Mailboxes

Mailboxes shall be located either in the landscape planter on public or private streets or in common spaces internal to private developments. Mailbox locations shall be identified on the Site Development Permit or Preliminary Plat application, and approved by the Designated Official and US Postal Service concurrently. Where mailboxes are placed in right-of-way or in the planter area of private streets, the structure will be designed to be compatible with the adjacent development.

3.4 Street Furniture

Street furniture shall be utilized, where appropriate, to strengthen the sociable public realm of this community. Selection of all items shall consider the following:

- Contextualism – the relationship of the items with the adjacent development or setting
- Visual Interest – balancing distinctive components with the familiar to create a visually pleasing and interesting place
- Comfort – recognizing the climatic restrictions that keep people from enjoying outdoor spaces and providing solutions to increase enjoyment and use of these spaces
- Scale – understanding that texture, changes in materials and colors and defined edges helps create well-defined, human-scale spaces.
- Wildlife crossing signs – where roads are adjacent to open space, use of wildlife crossing signs shall be provided, as directed by the Designated Official.

4.0 GENERAL STANDARDS

4.1.2 Right-of-Way or Street Corridor Width

The right-of-way width for road sections should be the minimum needed to accommodate specific road improvements such as travel lane(s), on-street parking, curbs, planting strips, sidewalks, etc. Where the right-of-way required by the Standards is greater than that needed to accommodate the road improvements, the right-of-way may be reduced by the amount of the reduced road improvements.

4.1.3 Sidewalk Access/Maintenance/Repair Easement

A two (2)-foot wide public access and construction easement shall be provided where needed in back of sidewalks in order to allow for the maintenance and repair of public sidewalks.

4.1.4 Planting Strips, Planted Islands

- a. The width of a landscape planting strip or planted island is a minimum dimension and may be increased if the improvement fits within the right-of-way.
- b. The required width of a planting strip or planted island includes the associated curb(s).

4.1.5 Driveways

Driveways are permitted to fifteen percent (15%) grade. Conditions of approval may include: limiting the distance to the rear of the structure to 150 feet, stairs with handrails, etc. Driveway widths shall be minimized and shall not exceed the following:

Single-family residential:	16 feet
Multi-family residential:	18 feet
Non-residential:	24 feet

4.1.6 Roundabouts

Roundabouts are an encouraged intersection solution. They may occur in situations other than those included in these Standards, in which case the roundabout standard shall be established for the specific situation.

4.1.7 Public Access

Where possible, access corridors serving a benefit to the public shall be provided through open-end cul-de-sacs and within private street corridors.

4.1.8 Traffic-Calming Techniques

To discourage excessive speeds in residential and high-pedestrian activity areas, traffic-calming techniques such as the following are encouraged and shall be reviewed on a case by case basis:

- a. Traffic circles
- b. Special striping
- c. Special paving

Other options may be utilized including those identified in the City's Neighborhood Traffic Calming Program, subject to approval by the Designated Official and Fire Department representative.

APPENDIX C – Parking Standards

Purpose: The purpose of parking standards is to assure adequate parking, increase traffic safety, maintain smooth traffic flow, and reduce the visual impact of parking areas. Additionally, these standards recognize that on-street parking is encouraged and can be used to meet a portion of the parking requirements within the development. These standards are also designed to achieve efficient vehicular and pedestrian circulation and economy of space.

1.0 General Provisions

1.1 Applicability

These standards shall apply to all Development Parcels.

1.2 Violations

Violations of any portion of the Parking Standards shall be subject to the code enforcement and penalty provisions set out in the Issaquah Municipal Code.

2.0 Provisions of Required Parking

2.1 Purpose of Required Parking Spaces

The purpose of requiring parking as a condition of development is to provide an adequate amount of vehicle parking for a specific use, recognizing that a balance must be reached between:

- A. Inadequate Parking: Leading to traffic congestion and additional parking violations on abutting streets, as well as unauthorized parking in nearby private property; and
- B. Excessive Parking: Wasting space and resources that could be better utilized for development or pervious surface.

2.2 Conformance

All off-street parking shall comply with the provisions of this Appendix.

2.3 Use of Required Parking

Required off-street parking is intended to provide vehicle parking only for residents, visitors, customers, patrons and employees. Area devoted to parking may not be used for any other purpose, except as authorized by this Appendix. Except in designated areas, required off-street parking shall not be used for:

- A. the storage of motorized vehicles, trailers, boats or materials;
- B. the parking of vehicles used in conducting the business; or
- C. the sale, repair or servicing of any vehicle.

2.4 Location of Parking

- A. Single Family Detached/Single Family Attached: Required parking for single family detached and single family attached units shall be on site.
- B. Multifamily: Required parking for multifamily uses shall be on site. Parking is permitted in the Side Yard of a multifamily development when the parking would abut a single family use only when visually buffered and approved by the Designated Official. Parking is permitted in the Side Yard of a multifamily development when the parking would abut a non-single family use.
- C. Institutional Use: The minimum required off-street parking area shall be provided within a reasonable walking or site distance, or otherwise associated with the building or use for which the parking area is required. It may not be more than eight hundred (800) feet from the property line of the business it is serving.
- D. On-street parking may be counted toward a portion of the required on-site parking, as approved by the Designated Official.

2.5 Unlawful Elimination of Required Parking or Loading Spaces

An owner or operator of any building or land use affected by this section shall not eliminate or reduce required parking or loading facilities without the establishment of alternative parking or loading facilities which meet the requirements of this section.

2.6 Change or Expansion in Current Use

When a change of use is proposed for an existing structure, required parking shall be provided, according to the parking standards within this Appendix. If the proposed use requires more parking than the previous use, the Applicant shall provide that additional parking as an approval condition of development. If the new use requires more parking than the previous use, yet the applicant can provide information showing that the new use has adequate parking, the applicant may submit for a parking modification which is subject to administrative modification.

2.7 Bicycle Parking Spaces Required

Off-street parking areas shall contain at least one bicycle parking space for every 12 vehicle spaces required (excluding loading zones) located in a visible and easily accessible location.

2.8 Maintenance

All on-site parking areas shall be maintained by the property owner.

3.0 Off-Street Parking Spaces

3.1 Computation of Required Spaces

- A. Specific off-street parking requirements are listed in the Table of Off-Street Parking Spaces in this Appendix.
- B. Fraction: If the calculation of the number of off-street parking spaces in the Table of Off-Street Parking Spaces contains a fraction, such number shall be rounded up or down to the next whole number as follows:
 1. fractions less than one-half (.5) shall be rounded down to the whole number; and
 2. fractions which are one-half (.5) and greater shall be rounded up to the next higher whole number.

3.2 Compact Parking Spaces

An applicant may provide between fifty and sixty percent (50-60%) of the required parking spaces as compact spaces, as determined by the Designated Official in each Parking Lot. Locational criteria are as follows:

- A. Compact spaces are not located along a fire lane; and
- B. Parking spaces which are closest to the building's entrances are not compact spaces.

3.3 Tandem Parking

Tandem parking is not allowed to count toward required parking within the Village.

3.4 Table of Off-Street Parking Spaces

LAND USE	MINIMUM PARKING SPACES REQUIRED	MAXIMUM PARKING SPACES ALLOWED
RESIDENTIAL		
2 or more bedrooms	2 per unit	SF: no maximum MF: 2.5 per unit
One Bedroom	1 per unit	1.5 per unit
Accessory unit or studio	1 per unit	1 per unit
INSTITUTIONAL	• 1 per 400 sq. ft. GFA	• 1 per 250 sq. ft. GFA

4.0 Barrier-Free Spaces

The property owner shall provide parking in accordance with the Regulations for Barrier-Free Facility (WAC Chapter 51-10), as currently written or amended. These parking requirements shall not be calculated as additional parking stalls to the requirement established in the Table of Off-Street Parking Spaces. The provision of barrier-free spaces shall be verified with the Building Permit review.

5.0 Loading Spaces

5.1 When Required

Whenever the normal operation of any development requires that goods, merchandise, or equipment be routinely delivered to or shipped from that development, a sufficient loading and unloading area shall be provided to accommodate the delivery or shipment operations in a safe and convenient manner.

5.2 Loading Space Requirements

- A. Shared Loading and Maneuvering Space: Multiple uses which do not have conflicting loading times may share loading spaces. Multiple loading spaces may share maneuvering space. Shared loading and shared maneuvering spaces are subject to Administrative Review.
- B. On-Street Loading Spaces: A use which requires one (1) Type A loading space and is serviced by vehicles which are no more than twenty (20) feet in length may use an on-street loading space. On-street loading spaces are subject to Administrative Review.
- C. Change or Expansion in Current Use: When a change of use is proposed for an existing structure, required loading shall be provided, according to the loading standards within this Section. If the proposed use requires more loading than the previous use, the applicant shall provide additional loading space as an approval condition of development, unless the applicant can provide information showing that the use has adequate loading. If the new use requires more loading space than the previous use, yet the applicant can provide information showing that the new use has adequate loading space, the applicant may submit for a modification which is subject to administrative review.
- D. Other Parking Requirements: No area allocated to loading and unloading facilities may be used to satisfy the area requirements for off-street parking, nor shall any portion of any off-street parking area be used to satisfy the area requirements for loading and unloading facilities, except for the maneuvering and circulation portions of such areas.
- E. Hours of Operation: On street loading spaces are to be restricted during hours of operation only.

6.0 Parking Design and Construction Standards

6.1 General Design and Construction Standards

A. Dimensions:

Full Size	Width	Length	Drive Aisle
90°	9	18.5	24
45°	12.5	25	20
60°	10.5	22	22
Compact			
90°	8	16	22
45°	11.5	23	20
60°	9	19	20

- B. Materials: All parking and circulation areas must be concrete or asphalt paving, as provided for in this Appendix, consistent with the City of Issaquah's current construction standards for off-street Parking Lots.

- C. Marking: The property owner shall identify required parking stalls, directional arrows and crosswalks within parking areas using paint or other methods approved by the Designated Official and required by Street Construction Standards. Display areas which are not required parking areas, are not required to be marked as individual stalls.
- D. Driveways:
 - 1. Location and Design: The location and design of driveways shall be reviewed by the Designated Official in accordance with sound engineering and transportation safety requirements.
 - 2. The number of driveways and their locations must minimize the impact to non-vehicular circulation.
 - 3. Combined Driveways: The owners of adjoining properties shall provide combined driveways wherever practical. In conjunction with approval of a development, the City may require a property owner to provide an access and circulation easement to an abutting owner where joint access is reasonable to serve future development.
- E. Wheelstops: Wheel stops are discouraged and are only allowed where curbing is not provided at the head of a parking stall. When wheelstops are provided, they shall be positioned eighteen (18) inches into the parking stall.
- F. Extruded curbing is not allowed.
- G. Lighting: All lighting shall be designed and installed to avoid glare or reflection of light. Light standards shall not be located where they may interfere with parking stalls, stacking areas, and ingress and egress to parking areas. The design of lighting standards shall be appropriate to the character of the project and abutting uses.

6.2 Barrier-Free Spaces Standards

- A. General Provisions: Barrier-free spaces and access shall comply with the requirements of WAC Chapter 51-30, Parking Facilities, and the 1991 Washington State Building Code, as currently written or amended.
- B. Location:
 - 1. Accessible parking spaces shall be located on the shortest possible accessible route of travel to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances. Whenever practical, the accessible route of travel shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route of travel shall be designated and marked as a crosswalk. An exception will be made for multi-level parking structures in which all accessible van parking spaces may be located on the same level.
 - 2. Where a parking facility is not accessory to a particular building, accessible parking spaces shall be located on the shortest accessible route to an accessible pedestrian entrance to the parking facility.
 - 3. Internal pedestrian walkways must also comply with Regulations for Barrier Free Facility (WAC Chapter 51-30) as current or amended.

6.3 Internal Pedestrian Walkways Standards

- A. Provision and Location: Safe pedestrian circulation through the parking area is a major factor for a successful parking layout. Except for structured parking, the property owner shall provide internal walkways within the parking area and around the building to the extent necessary to assure safe access to the building from the parking area, abutting properties, and public sidewalks or street right-of-ways and private street corridors. All required internal walkways must be located and constructed as an integrated part of existing sidewalks and pedestrian trails, and must coordinate with City plans for pedestrian circulation and achieve a pedestrian oriented environment.
- B. Lighting and Marking: The internal pedestrian walkways are required to be marked either with contrasting material or marking, including but not limited to white concrete in an asphalt area, visually obvious paint stripes or other clearly defined pattern. Night lighting must be provided where stairs, curbs, ramps, abrupt changes in walk direction and crossing vehicle lanes occur.

- C. Standards: Pedestrian walkways within parking areas shall be a minimum of five (5) feet (unobstructed) in width.

6.4 Landscaping and Screening Standards

- A. Parking lots shall be screened from streets and adjacent development properties by a continuous 40" high screen.
- B. This screen may be either living (planted) or a wall, but must achieve a minimum of 75% opacity at initial construction/planting.

6.5 Time of Completion

Prior Installation of Required Parking: All parking improvements including striping and graphics required by this Appendix shall be installed prior to any change in the use of land or structures and prior to the occupancy of any new or enlarged structure.

APPENDIX D – Affordable Housing

Purpose: The purpose of this Appendix is to promote housing for a diversity of income groups by providing dwelling units for rent or for sale in a price range affordable by families below the median income range; and, to further the public health, safety, and welfare by promoting housing of high quality located in neighborhoods throughout the community for households of all income levels, ages and sizes in order to meet the City's goal of preserving and promoting a culturally and economically diverse population. The City recognizes the need to provide affordable housing in order to maintain a diverse population and to provide housing for those who live or work in the community.

1.0 Affordable Housing Requirements

1.1 Required Number of Units

The Project shall include, at a minimum, an opportunity for at least fifty (50) units of Affordable Housing to be located on Parcel D.

1.2 Required Type of Affordable Units

The Affordable Units may be either ownership or rental.

1.3 Unit Mix

The applicant shall determine the actual mix of Affordable Units. However the unit mix of the Affordable Housing should be comparable to the overall mix of housing in adjacent residential properties..

2.0 Pricing of Affordable Housing

The price of housing, either as rental or ownership, shall be for households earning less than 80% of median income for King County.

2.1 Resale or Rental Restriction Covenant

The Affordable Units will be governed by a covenant restricting the sales prices and resale or rental price of the Affordable Unit, which covenant shall be in a form mutually agreed upon by the Developer and the City after adoption of this Agreement. The Covenant will have a term of at least 30 years.

3.0 Location

The minimum affordable housing obligation shall be satisfied on Parcel D, or as otherwise approved by the Designated Official. No other properties entitled through this Agreement will be obligated to provide affordable residential units, however, additional affordable housing units will be encouraged.

4.0 Accessory Dwelling Units

4.1 Purpose

The purpose of permitting Accessory Dwelling Units in the Project is to provide additional opportunities for Affordable Housing, over and above the required provision of Affordable Units. Accessory dwelling units shall not count toward the Project entitlement.

5.0 Recorded Covenants

The Affordable Housing Development Standards shall be incorporated into specific housing recorded covenants between the City and the Builder of Affordable Housing, that set forth all terms and conditions of the Affordable Housing obligation for each specific parcel to contain Affordable Housing.

Each covenant (as previously agreed upon by the Builder and City) will contain a description of the density, bedroom mix, tenure (ownership or rental), price range of for-sale units, marketing restrictions for ownership units, and number of low or moderate income households to be served through developments which occur in that parcel. Each covenant will also specify the terms of monitoring the long-term affordability of the housing.

5.1 Ownership Housing

For ownership housing, the builder will enter into a covenant with the City that will also specify, at a minimum, the Builder's requirements for reporting sales to the City, including house price, the purchaser's income and the process for determining long term resale restrictions, that will be implemented by Section 3.2 of this Appendix. The form of the covenant for ownership units will be previously agreed upon by the Builder and the City.

5.2 Rental Housing

For rental housing, the agreement will also specify, at a minimum, the Builder and/or any subsequent owner of the rental housing will report annually to the Designated Official the number, size and location of units, the household size and income range. The form of the covenant for rental units will be agreed upon by the Builder and the City.

6.0 Affirmative and Local Marketing

All Affordable Housing will be rented or sold using an affirmative marketing program. An affirmative marketing plan means that the Affordable Housing builder in good faith directs a portion of its advertising at population and King County communities which are under-represented in the Eastside housing market, such as ethnic and racial minorities and workers earning less than 80% of Median Income. While marketing strategies will vary throughout the buildout, affirmative marketing will be part of all marketing programs for Affordable Housing developments, and the entities that will market the housing will solicit input from the City. Advertising could include publications reasonably targeted to minority, handicapped, and moderate income households in King County, and advertising shall comply with the federal Fair Housing Act. In addition, any organization or agency identified by King County or the City that provides referrals to affordable developments will be notified of housing opportunities at the Project. The Builder will work with the City to target local marketing.

APPENDIX E –Land Uses, Densities & Clearing/Grading

Purpose: The purpose of this Appendix is to protect and promote the public health, safety, morals, peace, prosperity, and the general community welfare; to encourage orderly, compatible and beneficial uses of land in a manner that will be of benefit to the general community as well as to neighborhoods and individuals; to enhance the aesthetic quality of the natural and built environment of the community which, in addition to being a general concern to the citizenry, contribute to the recreational, and visitor-oriented sector of the local economy; to maintain and enhance the desirable character of neighborhoods; to prevent residential congestion; to promote orderly community development; to lessen traffic congestion; to facilitate adequate provisions for community utilities such as transportation, schools, parks, sewer, water and storm drain facilities; to prevent pollution of air, water, and other natural resources; and to otherwise promote health, safety, and the general community welfare.

1.0 Definitions

1.1. Accessory Dwelling Unit

“Accessory Dwelling Unit” “(ADU)” means a room or set of rooms, either free standing, added onto or created within a single family residence. It generally includes living, sleeping, kitchen, and bathroom facilities, and has a lockable entrance.

1.2. Applicant

“Applicant” means a Project Builder or their representative as the submitter of an application to the City to develop or improve one or more Development Parcels, or (in the case of the Master Infrastructure Developer) as the submitter of an application to develop or improve general facilities, infrastructure, or amenities for the Project.

1.3. Cultural Facility

A public or community gathering place such as a community center, theater, etc.

1.4. Day Care

Any type of group program, for children or adults.

1.5. Designated Official

“Designated Official” means the person, appointed by the Mayor, empowered, authorized, and charged with the duty to administer, interpret, process and approve plans as required by this Agreement.

1.6. Density

“Density” means the number of dwelling units per gross site area. The allowable number of dwelling units is determined by multiplying the gross site area (in acres) by the applicable density. Fractional numbers one-half ($\frac{1}{2}$) or above shall be rounded to the next higher whole number. Fractional numbers less than one-half ($\frac{1}{2}$) shall be rounded down to the next lowest whole number.

1.7. Development Parcels

“Development Parcels” means the Development Parcels, as conceptually shown in Exhibit E-1 and as further defined in this Appendix which are authorized for development pursuant to the pre-approved uses, densities and other Development Standards established in this Agreement.

1.8. Dwelling Unit, Multifamily

A building containing more than two Dwelling Units, located on a single parcel, that may have one or more vertical walls and/or one or more horizontal walls in common.

1.9. Dwelling Unit, Single Family Attached

A building that contains multiple dwelling units that occupy the entire space from the ground to the roof, and have one or more vertical walls in common with, or abutting, other Dwelling Units.

1.10. Dwelling Unit, Single Family Detached

A free-standing Dwelling Unit on a separate parcel.

1.11. Equivalent Residential Units

A normalized unit of development where 1 residential unit is equal to 1,200 gross square feet.

1.12. Finish Grade

“Finish Grade” means the land surface elevation of the site after final alterations are completed.

1.13. Gross Floor Area or Gross Square Footage (Building Square Feet)

“Gross Floor Area” (GFA or gfa) or “Gross Square Footage” (GSF or gsf) or “Building Square Feet” (BSF or bsf) means the number of square feet of total floor area bounded by the inside surface of the exterior walls of the structure as measured at the floor line excluding parking, mechanical floor area and outside balconies that do not exceed a projection of six feet beyond the exterior walls of the building. The non-residential entitlement listed in Section 1.1 of this Agreement is represented as Gross Floor Area.

1.14. Gross Site Area

“Gross Site Area” means the total area of a Development Parcel prior to any deductions for public or private roadways, dedicated right-of-way, exclusively used easements or special purpose overlay districts.

1.15. Home Occupation

“Home Occupation” means a business carried on as a secondary, incidental or accessory use by the permanent resident(s) of the dwelling for gain or support, when on-site work is conducted entirely within a residential dwelling, an Accessory Dwelling Unit or a building accessory thereto, and when such occupation is in compliance with the terms and conditions of this Appendix.

1.16. Institutional Use

“Institutional Use”, also referred to as “Non-Residential” in this Agreement, includes both private and public schools and religious facilities; and, may include uses accessory to these primarily-listed land uses. Institutional Uses not specifically listed are not permitted.

1.17. Live/Work Unit

“Live/Work Unit” means a building providing the resident and opportunity to live and work at the same location. Generally, the work space has some street exposure and a separate entrance from the residence.

1.18. Neighborhood

“Neighborhood” means an area defined by topography, critical areas, land use, activity, significant streets, and/or other features that are distinguishable from adjacent areas. A project by a single Applicant is not a Neighborhood, unless it is defined by one or more of the above features. The term “Neighborhood”, as it is used in this Appendix.

1.19. Net Square Footage

“Net Square Footage” (NSF) means the building or unit floor space that may be utilized for the permitted use. This generally excludes common areas and space devoted to the heating, cooling, and other equipment of a building and may be estimated, per purposes of City accounting for Entitlement allocation, as 85% of Gross Floor Area. The Designated Official may consider a smaller percentage if the applicant can demonstrate 85% is not representative of the usable space for an Institutional use.

1.20. Noncritical Open Space

“Noncritical Open Space” means the Open Space areas outside of Critical Areas and their buffers.

1.21. Property Owner

“Property Owner” means the legal owner or owners of the property.

1.22. Single Household

“Single Household” means the occupancy of a single dwelling unit limited to family, or cohabitants, or persons who have obtained a grant of reasonable accommodation, as defined in the Issaquah Municipal Code.

1.23. Unit

“Unit” means one or more rooms or structures providing complete, independent living facilities, including permanent provisions for living, sleeping, cooking and sanitation.

2.0 Land Use Established

Two main land use categories have been established that will dictate development type and characteristics.

The map attached to this Appendix (Exhibit E-1) outlines the entitlement allocation and land uses for each Development Parcel. The uses are further defined below.

2.1. Residential Use.

- A. Residential Detached (such as):
 - Estate single family
 - Hillside housing
 - Single family
 - Single family - small lot
 - Single family - zero lot line/shared use easement
- B. Residential Attached (such as):
 - Single family attached
 - Townhouse
 - Triplex
 - Stacked flats
- C. Residential Accessory Dwelling Units
- D. Senior housing
- E. Home Occupations
- F. Live/Work Units

2.2. Institutional Use

- A. Community Center (day care, senior activities, town hall, recreation, Homeowners' Association and meeting rooms, education, and other similar community activities)
- B. Public and Quasi Public Services
 - Memorial Chapel
 - Museum and Art Gallery
 - Cultural Facilities
 - Social Services and Non-Profit Organizations
 - Private Community Organizations
 - Schools: Vocational and Technical, College, University, Business
 - Religious facilities with or without accessory day care
 - Community Center
 - Day care
 - Government facilities (fire/police station, offices, maintenance site)
 - Library
 - Schools: Elementary, Junior High, High School, Private Schools
- C. Accessory uses s permitted in Section 5.2 of this Appendix

2.3. Open Space

Open space areas, within the Project and not encumbered by an Open Space Easement, are provided in close proximity to all residents. Some of these open space areas will serve the entire community, while others serve the nearby residents. Open spaces are aligned with roadways and/or trails to emphasize their role as neighborhood design features, community focal points, and to provide ease of access.

The permitted uses within the non-protected open space areas are:

- A. Roadways and roadway grading
- B. Major Utilities (such as):
 - Storm water detention/retention ponds
 - Storm water detention and water quality vaults and filters
 - Water reservoirs, booster pumps, pressure reducing valves and similar equipment
 - Electrical transfer / junction / mechanical facilities
 - Telephone distribution facilities
- C. Minor Utilities (such as):
 - Underground and above ground utility lines
 - Storm water distribution / flow release facilities
 - Minor franchise utility equipment
- D. Landscaping, directional signage and monument signs

- E. Parks and Trails
- F. Other compatible uses approved by the Designated Official using criteria to evaluate the consistency with the Planning Goals and the Design Guidelines, the surrounding critical areas, adjacent land uses, site planning and loss of native open space.

3.0 Standard Lot Dimensions by Land Use

	Residential	Institutional
Density per gross acre	3 - 12 units per acre	N/A
Minimum public right-of-way setback	5 foot minimum	0 foot minimum
Minimum interior setback	5 feet/ 0 for attached	5 feet.
Minimum rear yard setback	5 feet	5 feet.
Maximum building height	50 feet (4 stories)	50 feet (4 stories)

- 3.1. **Measurement of Setbacks.** Measurement of an interior or rear setback is measured from an abutting property line. The street setback is measured from the street right-of-way or private street corridor.
- 3.2. **Setbacks – Exceptions.** When the common property line of two lots (zero lot line, etc.) will be covered by a proposed building(s), the required applicable interior setbacks shall not apply along the common-wall property line.
- 3.3. **Setback Exceptions:**
- A. The following architectural elements shall not project more than 24 inches into a required interior setback or building setback line or 30 inches into a street setback:
 - 1. chimneys
 - 2. flues
 - 3. belt courses
 - 4. sills
 - 5. pilasters
 - 6. ornamental features
 - 7. cornices
 - 8. eaves
 - 9. dormer extensions
 - 10. greenhouse or bay window; and
 - 11. similar structures as determined by the Designated Official
 - B. Decks, patios, porches, walkways and other minor structural elements may intrude into a required setback as follows. (Retaining walls, rockeries, and heat pumps are not minor structural elements from a planning perspective, and therefore may be located in setbacks. Fences located in setbacks are regulated by Section 18.07.120 of the City of Issaquah Land Use Code.)
 - 1. Any portion of a minor structural element which equals or exceeds thirty inches above finished grade may:
 - a. Within an interior or rear setback, intrude into a required setback:
 - i. On a residential lot, a distance no greater than forty percent (40%) of that setback, keeping at least three (3) feet of undisturbed setback. However, they may not extend into required landscape buffers.

- ii. On a commercial, retail, or recreational lot, a distance no greater than twenty percent (20%) of that setback, keeping at least five (5) feet of undisturbed setback. However, they may not extend into required landscape buffers.
 - iii. To the property line if no setback is required, although it may not extend into required landscape buffers.
- b. Within a street setback, intrude into a required setback a distance no greater than twenty percent (20%) of that setback, keeping at least five (5) feet of undisturbed setback. Alleys are not considered streets; interior setbacks are used. If no setback is required, it may extend to the property line.
- 2. Any portion of a minor structural element which is less than thirty (30) inches above finished grade may:
 - a) Within an interior or rear setback, extend within three (3) feet of the property line. However, they may not extend into required landscape buffers without the approval of the Designated Official.
 - b) Within the interior or rear setback adjacent to an alley, be allowed if necessary to connect and provide access between the alley and the property's buildings and uses. Examples of permitted access elements would be walkways and driveways.
 - c) Within a street setback, extend within three (3) feet of the property line, except for elements such as driveways and/or walkways and a walkway's associated architectural features (such as walls and piers) under 48 inches in height which are permitted to extend to the property line. Alleys are not considered streets; interior or rear setbacks are used.
 - d) If no setback is required, it may extend to the property line, although it may not extend into required landscape buffers.

3.4. Home Occupation

Home Occupations are permitted in the Project. A Business License issued from the City of Issaquah shall be required and the type of business shall be as described in the Issaquah Municipal Code Section 18.07.470, along with compliance with any home occupation provisions of any applicable Declaration of CC & Rs. Additional business types not listed in the IMC shall be allowed subject to approval by the Designated Official, as determined by:

- Client parking demand;
- Nuisance characteristics (e.g. air emission, vibration, noise, heat, light and glare); and
- Conformance with the Home Occupation criteria listed below

Home Occupations shall meet all of the following criteria:

- Number of employees – maximum 1 person from outside the residential unit
- Gross Floor Area – no maximum
- Sign/Nameplate – one, 2 square feet maximum, non-illuminated
- Outside storage or display – none permitted
- Off-street parking – none required (except as required for residential use)
- Deliveries to site – permitted, provided that the quantity of deliveries and the type of delivery vehicle do not negatively impact the neighborhood in which the home occupation is located.
- Customers – maximum 1 customer vehicle at any given time
- Other requirements
 - ⇒ Owner/operator of the home occupation must reside on site
 - ⇒ Business area will not be counted towards commercial cap on Allowable Development.

4.0 Structure Height

- 4.1. **Measuring Height.** Building or structure height shall be measured from the average finished grade of the building or structure, level to either the average height of the highest gable of a pitched or hipped roof, or the highest point of the coping of a flat roof, not including a penthouse or screen for mechanical equipment.

4.2. Height Exceptions. The following uses and features shall not be subject to the height limitations and do not require an administrative modification, however they do require plan approval by the Designated Official.

- A. Water Tanks
- B. Church spires, belfries, domes, monuments and crosses
- C. Power transmission towers
- D. Chimneys
- E. Flag Poles
- F. Television and communication towers (including telescoping antenna)
- G. HVAC equipment, ornamental screens for HVAC units and stair towers
- H. Elevator penthouses
- I. Architectural pediments which do not provide additional floor area to a building or structure including the addition of a mezzanine, and other uses or features in which the increased height is necessary for proper building use or function. Approval of the additional height for architectural pediments and other uses or features shall be granted, provided all the following criteria are met:
 - 1. The height and bulk of architectural pediments are consistent with the scale and design of the building;
 - 2. The visual character of the building bulk and height are compatible and consistent with the surrounding area;
 - 3. The adjustment of the height will be consistent with the policies, goals and objectives contained in the Planning Goals;
 - 4. If the wall plane of a building for which signage is proposed increases in height, the wall area used in determining the area of a sign shall not include the additional wall area of the architectural pediment or feature. The architectural pediments shall not be covered with any signage; and
 - 5. Buildings with architectural pediments shall not be required to provide any additional pervious surface for the additional height increase as a result of the use of such pediment(s).

5.0 Accessory Dwelling Units and Accessory Uses

Purpose: The purpose of permitting Accessory Dwelling Units and Accessory Uses in the Project is to provide additional opportunities for Affordable Housing over and above the required provision of Affordable Units; and, to allow for the uses that are commonly built to serve Institutional uses.

5.1. Accessory Dwelling Units

5.1.1. Permitted ADUs: Accessory Dwelling Units shall be permitted within the Project without additional analysis approved by the Designated Official. These units shall not be counted when calculating parcel density nor overall project dwelling units nor traffic concurrency.

5.1.2. Single Lot: A single family detached or attached lot may have one primary dwelling unit and one ADU, with no more than one (1) ADU per single lot.

5.1.3. Subdivision: ADUs shall not be subdivided or otherwise segregated in ownership from the primary dwelling unit during buildout.

5.1.4. Design/Occupancy Requirements

- A. **Design/Location:** The ADU may be designed and constructed within or separate from the main residence, subject to approval by the Architectural Review Committee.
- B. **Home Occupations:** An ADU may have a permitted home occupation, pursuant to the uses described in Section 3.4 of this Appendix.

- C. **Limitation on Occupancy:** The total number of occupants in both the primary residence and ADU combined may not exceed the maximum number allowed in two single households, as established by the definition of “single household”.
- D. **Owner Occupied:** An owner of the property must occupy either the primary residence or the Accessory Dwelling Unit.
- E. **Size limits:** The ADU may contain up to 1,000 square feet; encompass a full floor; or encompass up to 125% of the garage, if over the garage.
- F. **Parking:** See Parking Standards, Appendix C, Section 3.4.
- G. **Mitigation:** No mitigation fees are due for the provision of an ADU.
- H. **Review Process:** Architectural Review Committee and Building Permit.
- I. **Modifications:** Modifications to the provisions stipulated within Section 5.1 of this Appendix shall be reviewed by the Designated Official, pursuant to Appendix G and based on the following criteria:
 - 1. Compatibility with surrounding land uses;
 - 2. Position of ADU on primary residence property; and
 - 3. Compatibility with surrounding neighborhood.

5.2 Accessory Uses

5.2.1 Definition: a use of land or of a building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use.

5.2.2 Allowed Institutional Accessory Uses:

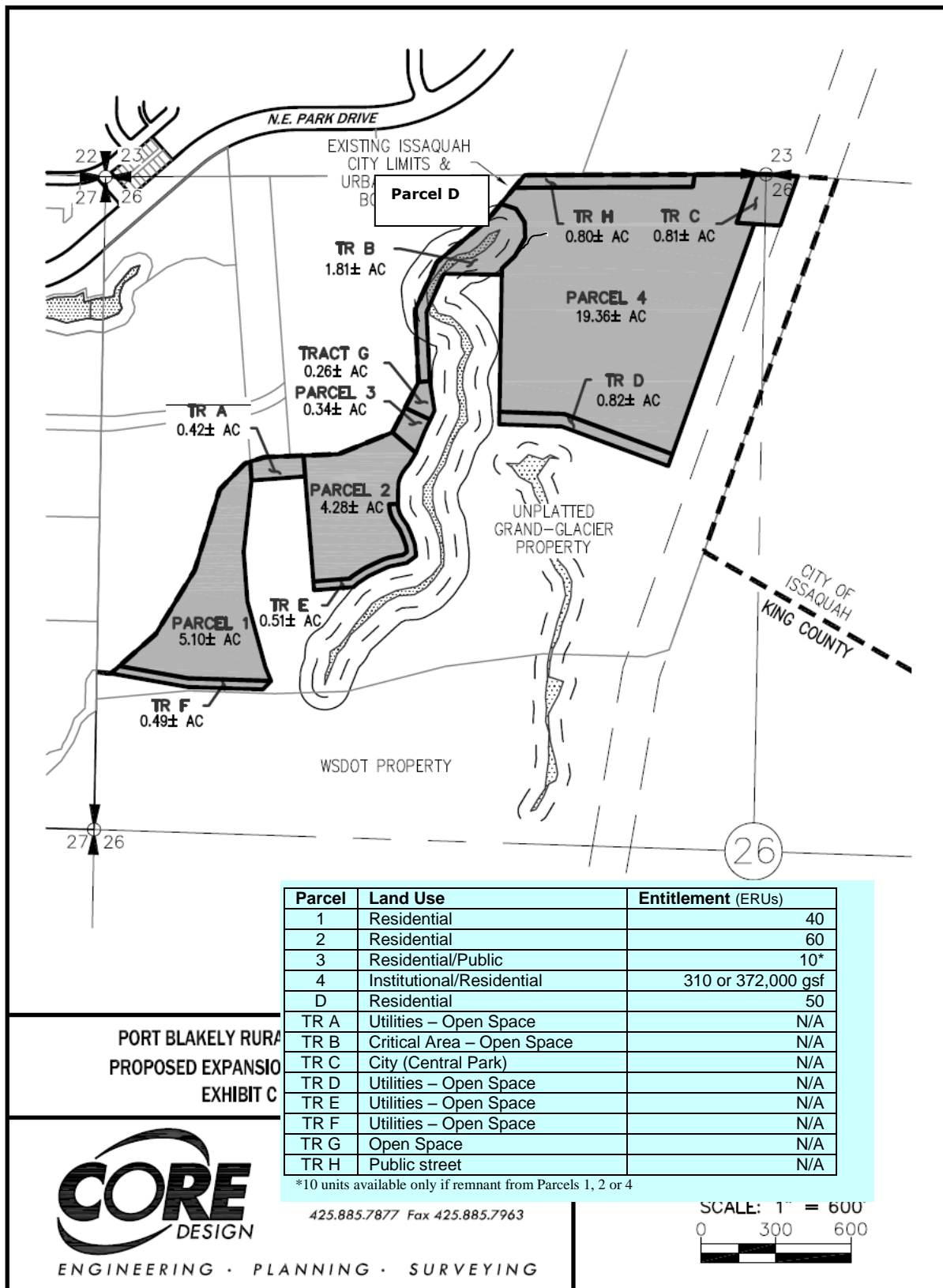
- a. library
- b. cafeteria & eateries
- c. book store
- d. print shop
- e. theater
- f. recreational facilities
- g. gym
- h. coffee shop

6.0 Clearing and Grading

- 6.1. **Clearing Limits:** Clearing may occur on all non-critical or buffer areas within the Project. No logging or clearing shall be allowed within the Development Parcels (1 thru 4) prior to issuance of a Land Use Permit for the Parcel. Any land cleared and not used for development will be revegetated with native plantings, including evergreen trees. Any cleared land that sits idle for 6 months shall be revegetated. Any revegetated areas shall be maintained for 3 years. Prior to logging, the applicant shall survey and erect construction fencing along the parcel boundary. Following all logging and clearing within 100 feet of the Parcel boundary, the applicant shall provide the Designated Official with certification that these activities did not extend beyond the permitted construction boundaries.
- 6.2. **Grading Limits:** sites within the Project may be graded, cut and filled to facilitate urban development, following the submittal of a geotechnical evaluation that site soils can accommodate the proposed development. Natural grades will be preserved to the extent possible and fills shall not exceed 12 feet from the normalized pre-development grade.
- 6.3. **Hazard Trees & Blowdowns:** Hazardous trees, as determined by a qualified professional, may be removed from all unprotected property by the property owner or their representative with Notice to the City. Where logging occurs adjacent to forested open space, the applicant shall monitor edges for hazard trees and blowdowns for 3 years. Where any trees are removed or are lost to blowdowns, the applicant shall plant evergreen trees consistent with the City’s Tree Replacement Code (IMC 18.12.1390), subject to approval by the property owner.
- 6.4. **TESC:** The applicant shall apply with the City’s current Temporary Erosion and Sedimentation Control requirements at the time of construction. TESC plans will be included with all applications for clearing and/or grading activities.

- 6.5. **Hauling:** Prior to approval of permits for Grading activities that would require the import or export of material, the applicant must demonstrate to the satisfaction of the Designated Official that hauling has been minimized through the on-site reuse of graded materials.
- 6.6. **Retaining Walls:** Exposed retaining walls may not exceed 15 feet. A minimum of 8 feet of planting area will separate consecutive retaining walls that exceed 10 feet.
- 6.7. **Construction Debris:** Prior to close out of any Utility Permit, the applicant will remove all construction debris from the Parcel or adjacent Parcels.

Exhibit E-1 -- Land Use MAP



APPENDIX F – Water, Sewer, Stormwater Utilities

Purpose: The purpose of this Appendix is to establish and maintain guidance to address the design, development, improvement, operation, inspection, maintenance and oversight of the wet utility systems. All utility improvements necessary to serve the entitlement granted through this Agreement shall be constructed prior to land use permit approval for any of the 35-acre property.

1.0 WATER SERVICE

1.1 Equivalent Residential Units (ERUs)

For water supply purposes, one ERU is any development that consumes the same amount of water as a typical single family detached residence in the City of Issaquah (as detailed in the Issaquah Comprehensive Water System Plan). Currently 209 gallons per day. One residence is equal to 1,200 square feet of non-residential space. For water utility supply & infrastructure planning purposes, 209 gallons per day per ERU will be used.

1.2 Multifamily Residential (MFR)

Multifamily Residential is defined as more than two residential units per building. For water utility supply & infrastructure planning purposes, one (1) Multifamily Residence is equal to 0.67 ERUs.

1.3 Single Family Residential (SFR)

Single Family Residential is defined as two or less residential units per building. One (1) Single Family residence is equal to 1 ERU. For water utility supply & infrastructure planning purposes, one Single family Residence is equal to 1.0 ERU and uses 209 gallons per day per SFR unit.

1.4 All metered water connections must pay the Regional Connection Charge in affect at the time of permitting, but are exempt from the City's Connection Charge provided that all infrastructure needed by the development is designed and constructed by the developer and/or their fair share of infrastructure costs associated with providing service to this property are paid to the City.

1.5 Regional water supply facilities necessary to provide potable water to the project have already been constructed (including supply pipelines and reservoirs) and are in-service. Some additional regional facilities may be needed and are not yet in-service (a new reservoir in the 297 zone that will provide future standby storage capacity or other similar improvement). The City shall provide these regional facilities and CLDS shall be responsible for paying their fair share of this facility as represented in the Capital Facilities Plan ([Exhibit 9](#)) and no other payments are necessary (except Regional Connection Charges which are paid at the time of meter connection) for water supply to the site to serve the allowed development. The Master Infrastructure Developer shall provide three water supply stubs for connection and extension through the development parcels as follows:

Water for Parcel 1 is available in Falls Drive at hydraulic gradeline 742. This pipeline will support 2,500 gpm fireflows. The Project builder of Parcel 1 shall be responsible to extend the pipeline from Falls Drive into Parcel 1; or from Parcel A; and, to provide the distribution piping necessary to provide water supply to each lot and fire flow at hydrants located along the supply main.

Water for Parcel 2 is available in Falls Drive at hydraulic gradeline 742. This pipeline will support 2,500 gpm fireflows. The Project Builder of Parcel 2 shall be responsible to extend the pipeline from Falls Drive into Parcel 2 and to provide the distribution piping necessary to provide water supply and fire flow to each lot.

Water for Parcel 3 is available in Falls Drive at hydraulic gradeline 742. This pipeline will support 2,500 gpm fireflows. The Project Builder of Parcel 3 shall be responsible to extend the pipeline from Falls Drive into Parcel 3 (an easement will be provided in conjunction with land use permits issued for either Parcel 2 or Issaquah Highlands Parcel C) and to provide the distribution piping necessary to provide water supply and fire flow to each lot.

Water for Parcel 4 will be extended from two locations north of the Parcel 4 property line into Parcel 4 by the Master Infrastructure Developer. The Project Builder of Parcel 4 shall be responsible to extend these two pipeline stubs from the northern property line and to provide looped distribution piping within Parcel 4 necessary to provide water supply and fire flow to each lot or metered service. This pipeline operates at the 1,000' gradeline and will support 2,500 gpm fire flows. The extension is scheduled to be available in October 2011. If the extension to be provided by the Master Infrastructure Developer is not available, the Parcel 4 developer may provide the extension at their cost and the City will credit reasonable construction costs, as a percentage of those paid and represented in **Exhibit 9**.

1.6 Off-parcel water system improvements will be provided by the Master Infrastructure Developer and no latecomer or other post-construction capital cost recovery programs are applicable. Notwithstanding the foregoing, if Grand elects to provide those improvements under Section 12 of the 7th Amendment to the Issaquah Highlands 2-Party Agreement prior to those improvements being provided by the Master Infrastructure Developer, then Grand will be reimbursed by the Project Builders or the Master Infrastructure Developer.

1.7 All water system facilities shall be designed and constructed in accordance with City policies and standards and will become part of the City's water system upon acceptance by the Designated Official. No water services will be turned on until the facilities serving them have been accepted by the City. Institutional and Multifamily areas (Parcel 4) requiring primary fire flows in excess of 1500 gpm will be serviced through a pressure reducing station.

1.8 All phases of the Project shall incorporate water conservation planning in accordance with the Water Conservation Standards for Issaquah Highlands.

2.0 SEWER SERVICE

2.1 The Master Infrastructure Developer shall provide the sewer facilities for the Project at its cost. If sewer upgrades to serve the Project have been provided, the Master Infrastructure Developer shall reimburse either the City or 3rd Party provider for completed improvements, as directed by the Designated Official, including any reimbursement due to Grand under Section 12 of the 7th Amendment to the Issaquah Highlands 2-Party Agreement, if Grand elects to provide those improvements.

2.2 The sewer system shall be designed and constructed to City standards and become part of the City's system upon completion. In recognition that the sewer system will be installed at the Master Infrastructure Developer's cost and will connect directly to the existing Issaquah Highlands' sewer system which was designed and constructed by the Issaquah Highlands development and no public funds were utilized, the City agrees to authorize the Project Builders not to pay the City's General Facility Charge for Sewer (the Master Infrastructure Developer will pay any fees, charges or assessments from King County METRO, if any, resulting from approval of Utility Permits by the City). The City shall not be held responsible for any of the costs associated with improvements attributable to any phase of the Project.

2.3 Sewer service to the Project will be provided by the Master Infrastructure Developer. A new sewer line will need to be extended from an existing trunk line in Falls Drive to the project boundary. This extension and all necessary easements will be the responsibility of the Master Infrastructure Developer.

2.4 An off-site sewer capacity upgrade may be necessary to serve the Project. If needed, two manholes must be interconnected at the western terminus of Discovery Drive so that a portion of the sewage that currently flows into the Holly I Interceptor can be re-routed to the Holly II Interceptor. This interconnection and all necessary analysis and design will be the responsibility of the Master Infrastructure Developer. Evaluation of need will be determined by the Designated Official prior to issuance of Building Permits for the Project. If Grand elects to provide those improvements under Section 12 of the 7th Amendment to the Issaquah Highlands 2-Party

Agreement prior to those improvements being provided by the Master Infrastructure Developer, then Grand will be reimbursed by the Project builders or the Master Infrastructure Developer.

2.5 Grinder pumps and low-pressure sewer mains are an allowed alternative to publicly-owned lift stations as long as the Grinder pumps are privately owned and the low-pressure mains are publicly owned and located in Right of Way or in easements.

3.0 SURFACE WATER MANAGEMENT STANDARDS

3.1 The Stormwater system shall be designed to be compliant with the City-adopted 2009 City of Issaquah Addendum to the 2009 King County Surface Water Design Stormwater Manual (Design Manual), Critical Aquifer Recharge Area (CARA), State of Washington Underground Injection Control (UIC), and Issaquah Highlands Appendix D, and CC&Rs materials limitations and Stormwater related BMPs. Where discrepancies in standards exist, the more stringent regulations shall apply.

3.2 The stormwater system is expected to consist of four parts:

3.2.1 Detention facilities to control the off-site peak flow

3.2.2 Water quality treatment and/or Low Impact Development (LID) facilities in compliance with the criteria resulting from Section 3.1

3.2.3 Base-flow recharge systems to maintain the hydrology of on-site and proximate wetlands.

3.2.4 Localized infiltration

3.3 The adjacent wetlands shall be monitored prior to Parcel clearing or grading and the hydrology of the wetlands must be monitored, evaluated and documented for a period of 2 years. Stormwater systems for development areas adjacent to the wetlands must be designed to maintain wetland hydrology within 10% (seasonal water budget) of the predevelopment condition. The stormwater systems must be designed so that wetland recharge can be adjusted and the City shall monitor wetland hydrology for two years after completion of the stormwater systems. Adjustments to wetland recharge system (if necessary) shall be made by the City after the two-year monitoring period.

3.4 Stormwater pipelines (recharge facilities) may be located in wetland buffers as long as the impacts of construction are mitigated, as determined by the Designated Official. Further, the portions of the Tract that contain pipelines must be easily accessed (to minimize buffer disruption due to track-walking) for maintenance and repair purposes.

3.5 Detention Ponds must be located in the Urban-designated portions of the Project and may not be located in the Rural-designated portions.

3.6 Low Impact Development techniques and localized infiltration are encouraged and may be used to reduce (or eliminate) detention and treatment ponds, as approved by the Designated Official.

3.7 Off-site discharge to the East Fork Issaquah Creek will be via above-grade or buried pipeline during peak flows. The pipeline must cross property owned by WSDOT and traverse King County's permitting jurisdiction and will, therefore be subject to these parties influence. Approvals from outside agencies must be obtained prior to construction of these facilities. No untreated stormwater, up to the design storm event, shall be released to the East Fork. If allowed by the land owner and the permitting jurisdiction, a settling pond and vegetative buffer will be constructed (See **Exhibit F-2**) to intercept East Fork discharges before they enter the Creek. Any flows into the East Fork shall consider impacts to fish populations and downstream flooding.

3.8 This Appendix, in conjunction with the applicable sections of the Issaquah Highlands Development Agreement Appendix D, and the information contained in the SEPA Decision constitutes all the requirements for stormwater design and construction in the Project.

3.9 Clean Stormwater from roofs and other clean, impervious surfaces may be discharged directly to wetlands (as needed to comply with the wetland hydrology requirements of this project), as determined by the Designated Official pursuant to a hydrologic evaluation provided by the applicant with the permit submittal.

3.10 The Projects' detention requirements may be satisfied with open detention ponds, buried vaults, low impact development, or other methods meeting the requirements of Section 3.1. Detention in interstitial spaces may, at the discretion of the Designated Official occur in the Right of Way only if it is consistent with Section 3.1 and there is no other practical alternative.

3.11 A buffer intrusion is likely between Basin C and Basin B in order to route overflow from the wetland recharge systems to the East Fork overflow pipeline. These pipelines (and water and sewer pipelines) may cross the wetland on pedestrian/bicycle bridges when those bridges are a part of the regional trail network.

3.12 Stormwater pipelines may be placed in coal mine hazard areas as long as the pipelines are inherently flexible (HDPE) or the pipeline joints and bedding are designed to deflect. In these instances, an additional 0.5% slope shall be designed into all pipelines to accommodate ground settling.

3.13 Stormwater pipelines placed within the PSE and Williams' utility corridors shall be non-ferrous.

3.14 All stormwater facilities that serve more than 4 properties shall be owned and maintained by the City.

The Master Drainage Plan (MDP) for this Project is shown in **Exhibit F-1** and was prepared to meet the requirements stated in Section 3.1. The Project consists of four stormwater Basins (A through D). Each basin is summarized below. Should a Parcel Builder wish to provide more impervious surface than is accounted for below, LID techniques and others measures will be taken, as necessary, to reduce peak stormwater flows, provide water quality treatment and facilitate localized infiltration. Any such deviations from the MDP shall be consistent with the provisions of Section 3.1.

The allowed acreages shown in the following section are based on best available data at the time this Master Drainage Plan was written. These acreages may be adjusted by the City, following the one-year wetland monitoring period, to improve hydrology in EF 20 and EF 23. These adjustments will be made via letter following the monitoring period and those adjustments shall become a part of this Development Agreement. The acreages listed below are best-estimates and will likely change.

Basin A – Up to 3.2 acres of untreated stormwater from roads, roofs and sidewalks may be discharged to the West 45 Vault via a piping connection in Falls Drive. Some pipeline extensions will be required by the Parcel Developer to connect to the Falls Drive stormwater pipeline.

Basin B - Up to 2.0 acres of untreated stormwater from roads, roofs and sidewalks may be discharged to an infiltration pipe placed in Tract E. This perforated infiltration pipe will be sized to provide primary treatment and recharge to EF 23. Overflows from the pipe shall discharge to an off-site overflow pipe that discharges to the East Fork Issaquah Creek. The infiltration pipe and the overflow pipe shall be the responsibility of the Parcel Developer.

Basin C – Up to 3.5 acres of clean stormwater may be discharged to the adjacent wetlands (EF 23 and EF 20) through level spreaders located in the buffers and the wetlands. The stormwater may be untreated stormwater from roofs and other clean surfaces or treated stormwater from roads. The wetland discharge systems shall be designed so that the amount of discharge can be adjusted to maintain wetland hydrology.

Basin D – Up to 4.0 acres of untreated stormwater from impervious surfaces may be discharged directly to the WSDOT Pond by connecting to the stormwater pipeline in Falls Drive. An additional 4.5 acres of clean stormwater from impervious areas may be locally infiltrated using LID techniques.

Exhibit F-1 – Master Drainage Plan

(Note: discharge points are representative only. Exact points of discharge will be determined with Utility Permits and will



be based on site geo-technical evaluations).

Exhibit F-2 – East Fork discharge



APPENDIX G –Processing of Implementing Approvals & Modification of Standards

1.0 Introduction

The process described in this Appendix regulates permit application review and the modification of Development Agreement Standards.

2.0 Pre Application Procedures

2.0.1 Project Feasibility Meeting

Applicants must hold a project feasibility meeting with the Designated Official prior to each land use permit submittal. The meeting should take place prior to detailed work by an engineer, architect, or planner. The purpose of this meeting is to eliminate as many potential problems as possible in order for the application to be processed without delay or undue expense. At this meeting, the Designated Official shall make available all pertinent information as may be on file relating to the Project.

Discussion topics at this meeting should include policies, agreements, and regulations related to the Project, including but not limited to:

Features of the proposed development, and the rationale behind them;

- The WSDOT Development Agreement and all amendments;
- The City of Issaquah Comprehensive Plan;
- Master Drainage Plan;
- Applicable Administrative Minor Modifications and Action Memos
- Utility Standards for sewer, water, and, roads;
- Confirming water availability;
- Applicable City or other regulations;
- Required environmental documents;
- Required City or other permits.

2.0.2 Architectural Review Committee

Due to its limited size and proximity to Issaquah Highlands, the Project is governed by the Issaquah Highlands Community Association's Architectural Review Committee (ARC) or Issaquah Highlands High Streets Association Architectural Review Committee (ARC), as determined through the CC&Rs applicable for each parcel. The ARC is a private group appointed per the Declarations of CC&Rs which consists of design professionals, residents, and business people who review all land use and some construction permit applications. Membership of the ARC shall avoid conflicts of interest, e.g. current residential parcel builder reviewing the work of another current residential parcel builder.

The ARC's approval letter, including the conditions of approval, must be submitted to the Designated Official when the application is submitted for City review and approval. Upon prior written approval by the ARC and the Designated Official, concurrent review by the two entities may be permitted, if both the ARC and the Designated Official agree that concurrent review will not impede their review. Enforcement of the ARC's standards, conditions, and suggestions are the responsibility of the Issaquah Highlands Community Association or Issaquah Highlands High Streets Association and its ARC, as applicable.

2.0.3 Commission

A public Commission comprised of members appointed by the Mayor and organized and managed by the Designated Official, shall make decisions on Site Development Permits for property greater than 3 acres in size and make recommendations to the Hearing Examiner on Preliminary Plats and to the City Council on any major modifications associated with this development agreement. These

reviews shall result in a decision or recommendation by the Commission in accordance with Section 3.14. Commission procedures and membership shall be governed by a set of bylaws or rules.

2.0.4 Designated Official

The person, designated by the Mayor, empowered, authorized and charged with the duty to administer, interpret, process and make decisions on applications as described in this Appendix G.

2.1 Submittal Of Applications

2.1.1 Submittals

Type	Submitted to:	Administered by:
Land Use	Permit Center	Designated Official
Building Permits	Permit Center	Building Official and Designated Official
Utility Permits	Permit Center	Designated Official
Other Construction	Permit Center	Designated Official

2.1.2 Complete Application Decision

2.1.2.1 Basis

As used in this Appendix, "complete" shall mean the materials submitted that are sufficiently complete to allow continued processing and review by the City, even though additional information may be requested or modifications may be subsequently requested. The determination that an application or modification request is complete shall not preclude the City from requesting additional information or studies, nor does a determination of completeness mean that the City necessarily agrees with the conclusions and recommendations included in the application or modification materials. If the application or modification request is deemed complete, review by the Building Official (if Building Permit) and Designated Official shall begin. If the application or modification request is deemed incomplete, it shall be returned to the applicant.

2.1.2.2 Decision

Within fourteen (14) calendar days of receiving a land use application or modification request, the Designated Official shall determine if the information contained in the application or modification request submitted by the applicant is complete, including the necessary SEPA documents. If the application or modification request is deemed incomplete, it shall be returned to the applicant within fourteen (14) calendar days with written documentation of the inadequacies. If the Designated Official does not notify the applicant within fourteen (14) calendar days of receipt of an application or modification request, it shall be deemed complete, and review shall proceed.

2.1.3 Public Notice

2.1.3.1 Required

Any permit that the City of Issaquah ordinarily requires to have public notice, a public hearing, or meeting shall likewise have identical requirements for public notice for the Project, unless otherwise specifically modified through this Agreement.

2.1.3.2 Not Required

Public notice is not required on the following applications or similar type applications as determined by the Designated Official: Lot Line Adjustments, Lot Consolidations, Administrative Minor Modifications, Confirmation of Applicant Elections, Home Occupations and Critical Area Studies. Public notice is also not required for Building Permits, Utility Permits, or other Construction Permits.

2.1.3.3 Requirements

The determination that public notice is required shall be consistent with the Issaquah Municipal Code requirements, unless otherwise specifically modified through this Agreement. Public notice, when determined to be required, shall meet the requirements (e.g., number, type, location, etc.) established by the Issaquah Municipal Code in effect at the time of this Agreement adoption, unless those requirements are superseded by State or Federal regulations.

2.1.4 Comment Letter

2.1.4.1 Timing

For any application allowed by this Appendix, the Designated Official must, following the determination that an application is complete, conduct and complete his or her review, and furnish the applicant with written comments (Comment Letter). Until the applicant provides acceptable written response to all comments, the review timeline is placed on hold.

If a SEPA determination is required for any application, that determination shall be part of the administrative review, and the applicable subsequent time periods per the Issaquah Municipal Code governing the SEPA action shall be followed.

If requested by the Designated Official or the applicant, a meeting shall be held no later than a seven-day period following the issuance of the Comment Letter. At this meeting the Designated Official shall indicate the basis and/or reasoning for each written comment and shall accurately set forth any oral commitments made to the applicant.

If no comments are provided, or conditions or additional information are requested by the City, then no Comment Letter is necessary.

2.1.4.2 Contents

The Comment Letter required for Land Use and Construction Permits shall address the following:

1. Conformance of the application materials with the policies, agreements, guidelines, standards, and regulations relating to the Project, Federal Government, the State of Washington, King County, and City of Issaquah;
2. Any additional conditions that must be satisfied, and any corrections and additional information that must be provided for review of the proposed development; and
3. Any recommendations that the Designated Official believes will assist the project in meeting the goals, guidelines, and vision of the Project.

2.1.4.3 Preparation

The Comment Letter is prepared by the Designated Official or in the case of Building Permits, by the Designated Official and Building Official for their respective portions.

3.0 Studies and other subsidiary activities and Review Timelines

3.1 Critical Areas Studies (as defined in Appendix H, Critical Areas Regulations) and geo-technical studies are handled with the following timelines:

3.1.1 Critical areas or geotechnical studies independent of an application will be processed as an Administrative Action except that the number of days to the Comment Letter will be 21 days, except in the following situations, when the time will be negotiated between the Designated Official and applicant:

- the study area is greater than one acre,
- the study area has significant safety implications,
- the study area has significant implications for the development of an area,

- the study area has broad policy implications, or
- the review of the study requires consultants with specialized technical expertise outside of the core MDRT team, and the submittal of the Critical Area Study has not been prescheduled.

3.1.2 Critical areas or geotechnical studies associated with an application will be processed with the associated application and its timelines, except in the following situations when the time will be negotiated between the Designated Official and applicant: see Section 3.1.1 of this Appendix.

3.1.3 The timelines and review process for other subsidiary activities, such as studies other than geotechnical or critical area, are established by the permit with which they are connected.

3.1.4

Permit	Hearing	Decision Body	Review Timeline*
Short Plat	No	Designated Official	50 days
Site Development Permit (<3 ac)	No	Designated Official	50 days
Site Development Permit (>3 ac)	Yes	Commission	105 days
Lot Line Adjustment	No	Designated Official	50 days
Lot Consolidation	No	Designated Official	50 days
Home Occupations (IMC 18.07.470)	No	Designated Official	50 days
Preliminary Plat	Yes	Hearing Examiner	120 days
Final Plat	No (public meeting)	Hearing Examiner	60 days
Administrative Modification	No	Designated Official	21 days
Major Modification	Yes	City Council	120 days
Utility Permits	No	Designated Official	50 days

*All timelines are in Calendar days and do not include the 14-day Completeness Review

3.3 Description Of Land Use Permit Process

3.3.1 Procedures

The Designated Official shall issue a Comment Letter or written decision for approval, approval with conditions, or denial of the application or modifications, within the time periods and procedures specified above. As part of this process, the Designated Official shall route applications to other City Departments that may have an interest in the application, as determined by the Designated Official.

The written decision shall indicate the basis and reasoning for any denial of an application or for the imposition of any condition and shall be transmitted to the applicant within three (3) working days of its issuance. If a SEPA determination is required for any Administrative Action, such determination shall be a part of the administrative review, and the applicable subsequent time periods per the Issaquah Municipal Code governing the SEPA action shall be followed.

Following a written decision, a 14-day Appeal Period shall be observed.

4.0 Construction Permits

4.1 Building Permits

Building permits are reviewed by both the Designated Official and the Building Official as well as other appropriate City departments as determined by either the Designated Official and/or the Building Official. Building Department review timelines are based on staffing and permit workload. The applicant is encouraged to schedule a pre-submittal meeting with the Building Department a minimum of six (6) months prior to anticipated Building Permit submittal.

4.2 Utility Permits

4.2.1 Procedures

The time periods and procedures for the submittal and review of Utility Permits are specified in Section 3.1.4 of this Appendix.

4.2.2 Utility Structure Construction

Utility structures that are facilities with regular entry permitted to persons, such as pump stations and similar structures, require a Utility permit and a Building Permit as well as a Site Development Permit (SDP).

4.2.3 Permit Issuance for Utility Permits

Once the plans have been approved by the Designated Official, the permit shall be issued within seven (7) calendar days. The permit consists of an approved set of drawings that have been signed by the Designated Official and other relevant members of the City; any permit conditions will be written onto the approved drawing set.

4.2.4 Field Change

After a Utility Permit has been issued, changes in the field to the approved plans may be permitted. Field changes are allowed when, in the opinion of the Designated Official site representative (i.e. field engineer, landscape inspector, etc.) the change is:

1. Consistent with the approved design intent
2. Will not involve a change in cost to the Applicant or is approved in writing by the Applicant
3. Does not impact and does not need to be reviewed by other City disciplines (i.e. engineering, landscape architecture, planning, or administration)
4. Does not require the Architectural Review Committee's approval, and
5. Will not negatively impact any adjacent properties.

4.2.5 Design Change

After a Utility Permit has been issued, any changes to the approved plans that do not meet all the criteria for approval as a Field Change, require the submittal and approval of a Design Change by the Designated Official. Furthermore, if an approved permit has been significantly modified (e.g., involving many elements, new elements not in previously approved permit, different intent) the Designated Official may require that a new permit be submitted. If a Design Change is submitted by a contractor of the applicant, the design firm and the project owner must approve and sign the Design Change prior to the submittal of it to the Designated Official. Also a Design Change may need to be reviewed and approved by the Architectural Review Committee. Design Changes shall be processed in 5 days following ARC sign off (if necessary), unless additional information is requested to render a decision.

4.2.6 As-builts

For the following types of Utility Permits, As-builts that comply with the City's requirements must be furnished by the applicant and accepted by the Designated Official prior to the City accepting the facility: roads, water, sewer, stormwater, landscape (e.g. associated with public roads, trails, parks), or other utility facility (e.g. reservoir, pump station). As-builts must be provided to the City at a scale and a format determined by the Designated Official. Section 5.1 (Electronic Information) of this appendix for related information.

5.1 Electronic Information

All utility as-builts, as well as some land use permits, must be submitted to the City in an electronic format for inclusion in the City's mapping. The following types of approved land use permits must be provided to

the City at a scale and a format determined by the Designated Official: short plat, administrative site development permit, site development permit, lot line adjustment, lot consolidation, preliminary plat, and final plat. The Designated Official may add other types of permits to this list if they are necessary for City mapping and record keeping. See Section 4.3.7 of this Appendix for information on as-builts.

5.2 Appeals

5.2.1 Appeals of Building Permits

Appeals of any building permits shall be to the Hearing Examiner per the current City code in effect.

5.2.2 Appeals of Utility Permits

There shall be no administrative appeal of any utility permits authorized by this Appendix. Any appeal or review of construction permits shall be governed by applicable state law.

5.2.3 Appeals of Land Use Permits

5.2.3.1 Criteria

Appeals of any land use decision are permitted to be filed only by the applicant, the Designated Official, property owners within three hundred (300) feet of the proposed action, or other persons claiming to be directly harmed by the proposed action. Any appeal shall be in writing and shall clearly and specifically:

1. Identify the decision being appealed and the alleged errors in that decision;
2. State specific reasons why the decision should be reversed or modified;
3. State the harm suffered or anticipated by the appellant as a result of the decision, and the relief sought; provided that if the appellant is a group or organization, the harm to any one or more members of the group or organization must be stated; and
4. State the desired outcome of the appeal.

The scope of the appeal hearing and decision shall be based solely on matters or issues raised in the statement of appeal.

Within fourteen (14) calendar days after the date of filing of an appeal, the Hearing Examiner (except when the Hearing Examiner's decision is being appealed, then the review of criteria shall occur at the appeal's hearing) shall determine whether the statement of appeal satisfies the four requirements for an appeal stated above and whether the appropriate fees, if any, have been paid. If the Hearing Examiner determines that the appeal requirements have been met and the requisite fees have been paid, then the appeal shall be accepted and a date assigned for an appeal's public hearing. If the Hearing Examiner determines that a statement of appeal does not satisfy the above conditions or that the requisite fees have not been paid, then the Hearing Examiner shall dismiss the appeal and issue a written notice and mail it to the appellant, the applicant, and the Designated Official.

5.2.3.2 Timelines and Decision Makers

The following table briefly identifies the entity that will hear the appeal. More specific information describing timelines and process are provided below.

ORIGINAL DECISION MAKER	APPEALS DECISION MAKER	<i>APPEAL FILING PERIOD</i>	APPEAL DECISION PERIOD	SUBMIT TO
Designated Official	Hearing Examiner	14 days	30 days*	Designated Official
Commission	Hearing Examiner	14 days	30 days*	Designated Official
Hearing Examiner	City Council	14 days	40 days**	City Clerk
City Council	Superior Court	21 days	NA	Superior Court

* After the hearing.

** After filing of the appeal.

5.2.3.3 Fees

All appeals must be accompanied by payment of any required appeal fee. Appeal fees are available in the Permit Center. Failure to pay the fee at the time of appeal submittal or prior to the final date of appeal submittal as specified below, will result in the dismissal of the appeal. If an appeal is rejected, the pro-rated portion of the fee not utilized will be returned to the applicant.

5.2.3.4 Process

All appeals must meet the following timelines and processes. Public notice shall be provided as specified in the Issaquah Municipal Code. Before being accepted, any appeal of a land use permit must meet the criteria established in this Appendix.

Appeals of Administrative Land Use Permit Actions: A statement of appeal of all or any portion of a land use permit must be filed with the Designated Official within fourteen (14) calendar days after the Designated Official issues the decision. An open-record public hearing, to be conducted and decided pursuant to Issaquah Municipal Code regulations governing open-record appeal hearings, shall be held by the Hearing Examiner. The Hearing Examiner shall issue his or her decision within 10 Calendar days after the hearing.

Appeals of Hearing Examiner Actions: An appeal of all or any portion of a Hearing Examiner decision must be filed with the Designated Official within fourteen (14) calendar days after the Hearing Examiner issues his or her decision and mails it to the applicant. The City Council shall decide the appeal, at a closed record hearing, within thirty (30) days after the appeal is filed. The closed record will be that created before the Hearing Examiner.

Appeals of City Council Actions: The Council's decision shall be final, unless a timely appeal is filed in superior court. Any appeal of an action governed by the Land Use Petition Act, RCW ch. 36.70C, must be filed in superior court within the time provided in that act. An action not governed by the Land Use Petition Act must be appealed by filing a petition for a writ of review in superior court within twenty-one (21) days after the date of the City Council's decision on the appeal or action.

5.2.4 Appeals of SEPA decisions

Appeals of SEPA decisions shall be regulated by the Issaquah Municipal Code.

5.2.5 Critical Areas Studies

Decisions may be appealed per the Issaquah Municipal Code.

5.3 Time Periods

5.3.1 Any time period can be extended through mutual agreement between the applicant and the Designated Official. Unless specified otherwise, all times given in this Appendix shall be calendar days. If the deadline for a particular action falls on a weekend or holiday, the deadline shall be moved to the following business day.

5.3.2 If in response to a City comment or request for additional information, conditions, or corrections, the applicant submits materials or responses that are beyond the scope of the comment or request, then the decision time period shall begin anew as a new application, as to those materials or responses that are beyond the scope of the comment or request. If the material submitted is substantially or wholly changed, the resubmittal will be treated as an entirely new application.

5.3.3 Land Use permit approvals shall be in effect for the duration of the Term of the Development Agreement.

5.3.4 Other agencies have authority over some portions of implementing approvals that can impact development, e.g., Department of Health, Department of Ecology, Department of Natural Resources, Department of Transportation. The City does and can not control these other agencies, their needs, and their review times; the applicant has to obtain the approval from these other agencies in a timely manner. In no way will the impacts of the lack of approvals or their impact on an applicant's schedule, be the responsibility of the City.

5.4 Modifications To Development Standards And Design Guidelines

Adopted Development Standards and Design Guidelines may be modified by the Project Builder(s) and the City using the following processes:

5.4.1 Project Revisions

5.4.1.1 Action Memos

The purpose of an Action Memo is to document an action or interpretation of the Designated Official to provide a record or direction for future actions. By way of example an Action Memo may be used in the following situations:

- Clarify or interpret the intent of an existing standard or guideline
- Resolve a conflict between existing standards or guidelines
- Resolve a conflict between existing standards or guidelines and City standards when a City standard is invoked
- Document administrative rules and procedures
- Document a specific decision-making process or rationale used with an application, for reference as future policy
- Other changes that the Designated Official determines are consistent with the intent of Action Memos, as established above.

Action Memos are Administrative Decisions issued by the Designated Official. General Action Memos that are applicable both to current and future use of the Development Agreement shall be distributed to all parties (i.e. current and future Project Builders) and Grand. Action Memos regarding specific applications or situations shall be distributed to the affected parties, as well as Grand, though broader distribution is permissible if appropriate. A comprehensive catalogue of all Action Memos shall be maintained by the Designated Official, and be made available to interested parties.

5.4.2 Administrative Minor Modifications

5.4.2.1 Parcel 4 – for Institutional Use only, the building height may be increased to a maximum of 75 feet (6 stories), subject to SEPA review for potential aesthetic impacts and public benefit (e.g. providing added usable or forested open space, increasing structured parking, etc.).

5.4.2.2 Others – Any other modification that does not meet the description of an Action Memo as described above, or meet the criteria as described below in Section 5.4.3, that require Council approval, will be considered an Administrative Modification.

5.4.3 Major Modifications

Any Major Modification to the Development Agreement shall be decided by the City Council and must have support from Grand. Major modifications shall be limited to the following requests:

- Changes to Entitlement
- Changes to Project Boundaries
- Changes to approved land uses
- Changes to any of the Project mitigations (Section 4.0 of the Agreement)
- Change to the Term (unless otherwise allowed through Section 12)

5.5 Fees

- 5.5.1 Applicants shall pay all City permitting fees. A list of current permit fees is available at the City's Permit Center.

APPENDIX H –Critical Area Regulations

1.0 Purpose

The purpose of this Appendix is to identify environmentally-critical areas and to supplement the development requirements contained in the various use classifications in the Development Agreement by providing for additional controls without violating any citizen's constitutional rights.

2.0 Intent

It is the intent of the City to balance the community vision which includes:

- A. Environmental protection and preservation;
- B. Diversified, economic growth which has been planned and which is compatible with the vision of the community; and
- C. Overall improvement of the quality of life for the residents of Issaquah.

3.0 Environmentally Critical Areas

- A. All known non-exempt critical areas located within the Project boundaries are identified on the Critical Area Map ([Exhibit H-1](#)) and clarified in the redelineation by Cooke ([Exhibit H-2](#)). The Project and vicinity contains a Class 2 Wetland, EF 23 and a Class III Wetland EF 20. These wetlands have 100-foot buffers and 15' Building setback areas beyond the buffers. There are also Coal Mine Hazard Areas located in the eastern portion of the Project and some isolated steep slopes near the PSE/Williams' utility corridor. It is presumed that critical areas not shown on these maps may exist in the Project. Those critical areas not currently mapped are protected and addressed under Section 6.0 of this Appendix.
- B. No encroachments or disturbance shall occur within any mapped Critical areas except for the those listed in Sections 4.0 and 5.0 of this Appendix. For activities permitted through Section 4.0 of this Appendix, a mitigation plan shall be submitted and approved as part of the Exempted activity.

4.0 Exemptions

The following are general exemptions to the provisions of this Appendix and the administrative rules and are allowed. These exemptions require City permit and are allowed when no other alternative is practical and all impacts are minimized and mitigated.

- A. Emergencies that threaten the public health, safety and welfare as determined by the Designated Official are exempt and shall not be subject to any review and approval process;
- B. Recreational Crossing of EF 23, provided there is no unmitigated wetland or buffer impacts; and, added plantings, as directed by the Designated Official, shall be installed 20 feet on either side of the crossing.
- C. Public water, electric and natural gas distribution, public sewer collection (sanitary & storm), cable communications, telephone utility and related activities undertaken pursuant to City-approved best management practices and restoration for any disturbance.
- D. Isolated Steep Slopes with vertical elevation change of up to 20 feet may be exempted from the provisions of this Appendix.
- E. Steep slopes created through approved grading activities will not be treated as critical areas.
- F. Public road crossing of EF 23 buffer.

5.0 Coal Mine Hazard Areas.

Abandoned coal mines underlie a portion of the site (shown on Figure H-1).

Ground subsidence may affect structures, roads and utility pipes in one of three ways. First, the ground may settle unevenly. This is known as "tilt" and is defined as the amount of vertical differential settlement over a horizontal distance (i.e. 1 – inch vertical settlement over 83 lineal feet). Second, the ground settlement might try to "squeeze" (compression) the portions of the building that are underground, like the foundation. This is defined as the distance that the soil would move if it was unconfined by the building (i.e. 0.003 inches of horizontal movement for every vertical inch of buried structure). Third, the ground

might try to “stretch” (extension) the portions of the building that are underground. This is also defined as the distance that the soil would move if it were unconfined by the building (i.e. 0.003 inches of horizontal movement for every vertical inch of buried structure).

In order to construct in the Coal Mine Hazard Area the building or utility must comply with the design standards listed below. These standards are in addition to the customary requirements of the currently-adopted Building Code and City codes.

5.1 Structures must meet the following requirements:

5.1.1 Tilt:

- The ratio of the longest side of the building to the shortest side must not exceed 1.5:1
- Connect all foundation elements to exterior footings
- No slab-on-grade construction except garage floors
- No stucco or structural masonry finishes
- All building elements must be designed to accommodate 1” of settlement over 83 lineal feet of length.

5.1.2 Compression:

- No basements
- Backfill exterior foundation walls with loose fill
- Foundation/Utility connections must be flexible
- All foundation elements designed to accommodate 0.003” of compression per foot of building foundation.

5.1.3 Extension:

- No basements
- Backfill exterior foundation walls with loose fill
- Foundation/Utility connections must be flexible
- All foundation elements designed to accommodate 0.003” of compression per foot of building foundation.

5.2 Utility pipes must meet the following requirements:

- Use flexible pipe joints
- No gravity sewer or storm pipes may be laid at minimum grade
- Add 0.5% slope to design grade to accommodate deflections
- Roads must be asphaltic concrete

These Design Standards will be enforced during Building Permit review. Building permit submittals must include sufficient information for the approving authority to determine that the application is compliant.

These requirements may be waived or amended by the Designated Official when an applicant can show that an alternative mitigation will result in a facility or structure that is equivalent to one that is completed in a non-coal mine hazard area.

6.0 Unmapped Critical Areas.

Should clearing or grading activities uncover an unmapped critical area, the applicant is to cease all construction activity and reconcile any issued permits with the Critical Area through the provisions of Section 7.0 of this Appendix.

7.0 Critical Areas Studies

- A. Required: As determined by the Designated Official, an applicant for a development proposal that includes, or could have probable significant adverse impacts to critical areas shall submit a critical

areas study for all non-exempted critical area actions, to adequately evaluate the proposal and all probable impacts. The need for a critical areas study shall be determined through:

1. Review of the SEPA decision for the Project;
 2. Agency resource maps or studies; or
 3. At the request of the Designated Official after field investigation.
- B. Contents of Critical Areas Study: At a minimum a critical areas study shall be prepared at the applicant's expense, to identify and characterize any critical area as a part of the larger development proposal site; assess any hazards to the proposed development; assess impacts of the development proposal on any critical areas located on or adjacent to the development proposal site; and assess the impacts of any alteration proposed for a critical area. Studies shall propose adequate mitigation, maintenance and monitoring plans and bonding measures. Critical areas studies shall include among other requirements, a scale map of the development proposal site and a written report. The following criteria are the basic requirements for a critical areas study. Refer to the Designated Official for more specific requirements.
- C. Required Notice: all Critical Area Studies shall be displayed on the City's webpage with other permit tracking information. Contents shall include:
1. Vicinity Information:
 - a. A description and maps at a scale no smaller than one (1) inch = fifty (50) feet (unless otherwise approved by the Designated Official), showing the entire parcel of land owned by the applicant; adjacent area; and the exact boundary of the critical area on the parcel as determined in compliance with appropriate section of this appendix. Maps can be overlaid on aerial photographs;
 - b. For parcels containing wetlands, the study must include the location and description of the vegetative cover, including dominant species of the regulated wetland and adjacent area.
 2. Site Plan:
 - a. A site plan for the proposed activity at a scale no smaller than one (1) inch = twenty (20) feet (unless otherwise approved by the Designated Official), showing the location, width, depth and length of all existing and proposed structures, roads, sewage treatment, and installations to be located within the critical area and/or its buffer;
 - b. The exact sizes and specifications for all regulated activities including the amounts and methods.
 3. Project Description:
 - a. The purposes of the project and an explanation why the proposed activity cannot be located at another location on the project site, including an explanation of how the proposed activity is dependent upon the chosen specific location; and
 - b. Specific means to mitigate any potential adverse environmental impacts of the applicant's proposal.
 4. Additional Information: The Designated Official may at a minimum require the following additional information:
 - a. Topographic map, including elevations of the site and adjacent lands within the critical area and its buffer at contour intervals as specified by the Designated Official but in most cases no greater than five (5) feet;
 - b. Elevations and cross sections;
 - c. Assessment of critical area functional characteristics including but not limited to a discussion of the methodology used and documentation of the ecological, aesthetic, economic, or other values of the critical area;
 - d. A study of flood, erosion, coal mine or other hazards at the site and the effect of any protective measures that might be taken to reduce such hazards;
 - e. A Biological Assessment as required by Section 7(c) of the Endangered Species Act; and,
 - f. Any other information deemed necessary to verify compliance with the provisions of this appendix or to evaluate the proposed use in terms of the purposes of this appendix.
- D. The Designated Official shall circulate the critical areas study to any affected City Departments or other entities, as deemed appropriate, such as, the Public Works Department and the River and Streams Board.

- E. The Designated Official shall make a final decision regarding the adequacy of the critical areas study.
- F. If it is determined that the proposed regulated activity will occur within a critical area or critical area buffer, an approval must be granted through the appropriate land use permitting process prior to any development activity occurring on the site.

8.0 Critical area protection mechanisms, buffer areas and building setback areas.

A. Protection Mechanisms for Critical Areas

1. There are two mechanisms for protecting critical areas: tracts and easements. The Designated Official will have the discretion to determine which mechanism shall be used to protect critical areas. In general the following can be used as guidance for using these mechanisms:
 - a. Large critical areas will be placed in tracts.
 - b. Smaller critical areas will be restricted by easements. These easements will permit the broader uses allowed in critical area tracts.
2. Critical Area Tracts: Critical area tracts shall be used to protect landslide and steep slopes hazard areas, mine, flood, erosion and seismic hazard areas, streams and wetlands in proposals for subdivisions or other development proposals to which they apply, and shall be recorded on all documents of title of record for all affected lots.
 - a. Critical area tracts are legally created tracts containing critical areas and their buffers that shall remain undeveloped in perpetuity. Critical area tracts are an integral part of the larger parcel in which they are created, are dedicated at Final Plat or prior to Building Permit issuance and are not intended for future sale, lease or transfer. Permanent survey stakes using iron or cement markers as established by current survey standards shall be set delineating the boundaries between adjoining properties and the critical area tracts.
 - b. Ownership: Critical Area tracts shall not be individually owned, but shall be dedicated to the Homeowners Association or other appropriate organization as approved by the Designated Official. In some circumstances, the City may consider ownership of the tracts, at their discretion.
 - c. Allowed Uses: Permitted uses in these tracts shall be consistent with this Appendix, and approved by the Designated Official.
3. Conservation Easements: Conservation Easements shall be used to protect landslide and steep slopes hazard areas, mine, flood, erosion and seismic hazard areas, streams and wetlands on portions of private property containing critical areas where a critical area tract is not created. The easements shall be recorded on all documents of title of record for all affected parcels.
 - a. Conservation Easements are legally created restrictions containing critical areas and their buffers that shall remain undeveloped in perpetuity. These easements are an integral part of the larger parcel in which they are created, are dedicated at Final Plat or prior to Building Permit issuance and are not intended for future sale, lease or transfer.
 - b. Ownership: Conservation easements shall be dedicated to the Homeowners' Association or other appropriate organizations as approved by the Designated Official. In some circumstances, the City may consider being the recipient of the easement, at their discretion.
 - c. Allowed Uses: Permitted uses in these easements shall be consistent with this Appendix, and approved by the Designated Official.

B. Buffer Areas: Buffer areas shall be established from the outer edge of the critical area and based on the minimum buffer requirements set forth in the appropriate section of this Appendix.

1. Class II & Class III Wetlands – 100 feet
2. Steep Slopes – as determined through a geo-technical evaluation with City peer review.
3. Landscaping, with the exception of street trees, that occurs as a result of new development, shall not intrude into the buffer of any critical area, unless approved by the Designated Official. (Street trees, consistent with the landscape specifications contained in Appendix B (Road Standards) and approved by the Designated Official, shall be allowed in and along the roadway rights-of-way portion of a critical area buffer.
4. Where more than one critical area buffers overlap, the largest buffer width shall be applied to ensure adequate protection for each critical area.
5. Reduction: a critical area buffer may be reduced if the following apply:

- a). A critical area study indicates the buffer may be reduced without resulting in impacts to the critical area.
 - b). The reduction may be fully mitigated through additional plantings or other means.
- C. Building Setback Areas: Building setback areas shall be established from the outer edge of the critical area buffer for wetlands, streams, steep slope hazard areas and landslide hazard areas as determined by the Designated Official through review of this Agreement and/or a site-specific critical areas study.
 - 1. The minimum building setback area shall be fifteen (15) feet unless a reduction of this standard meets the following criteria and is approved by the Designated Official:
 - a). The intrusion can be shown, through a critical area study, to have no adverse impact on the critical area;
 - b). Construction techniques can be utilized that demonstrate no adverse impact to the critical area or buffer during construction activities;
 - c). Design of the site and building(s) and, placement of the building(s) allow adequate physical and visual separation from nearby uses and are sensitive to the critical area; and,
 - d). An area equal to 2(x) the intrusion shall be provided within the building setback area as pervious open space. This area shall be landscaped to be compatible with the adjoining critical area, as determined by the Designated Official.
 - 2. Prohibitions on the use of hazardous or toxic substances and pesticides or certain fertilizers in this area shall be imposed for setbacks from streams and wetlands.
 - 3. Minor structural intrusions (e.g. patios, sidewalks, roads) into the area of the building setback may be allowed if the applicant proves to the Designated Official that such intrusions will not negatively affect the protection level provided by the buffer to the critical area.
 - 4. Any critical area may require a building setback area as determined by the Designated Official through the review of a critical areas study.
 - 5. The building setback area shall be illustrated on all implementing preliminary plats and final plats, site development permits, building permit site plans, and similar type of permits containing or adjacent to critical areas.

9.0 Temporary marking - Permanent survey marking - Signs.

- A. Temporary Marking: The location of the outer extent of the critical area buffer and building setback line pursuant to an approved Development or Land Use Permit shall be marked in the field with orange construction fencing and/or other appropriate apparatus, as determined by the Designated Official during critical area review. The location and presence of such markings in the field shall be approved by the Designated Official, prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the construction activities.
- B. Survey Markers: Permanent survey stakes using iron or cement markers as established by current survey standards shall be set delineating the boundaries between adjoining properties and the critical areas tracts.
- C. Signs: Boundaries between critical area tracts and/or areas with conservation easements and adjacent lands shall be identified using permanent signs explaining the type and value of the critical area, except the portions, if any, of a critical area that are adjacent to natural or wild areas, such as Grand Ridge Park. Whenever a trail enters a critical area buffer, the boundary shall be identified using permanent signs explaining the type and value of the critical area. The number of signs required by the Designated Official will be dependent upon the size of the critical areas and the use of the property.

10.0 Monitoring.

- A. The Designated Official shall require monitoring when mitigation is required for the alteration of a critical area and its buffer.
- B. Frequency, detail and length of monitoring by the applicant will be included in the Mitigation Plan or the Critical Area Decision.
- C. Where monitoring reveals a significant deviation from predicted impacts or a failure of mitigation measures, the applicant shall be responsible for appropriate corrective action which, when approved, shall be subject to further monitoring by the applicant.

11.0 Critical Areas Mitigation Fund.

There is hereby created a Critical Areas Mitigation Fund which shall be administered by the Finance Department. All funds received from civil penalties resulting from violations of this appendix shall be deposited in the fund which shall be used only for the purpose of paying all or part of the cost and expense of enforcing and implementing this appendix. Monies in said fund not needed for immediate expenditure shall be invested for the benefit of the Critical Areas Mitigation Fund pursuant to RCW 36.29.020. For investment purposes, the Director of Finance is hereby designated the Fund Manager.

12.0 Allowed wetland activities.

- A. The following activities shall be allowed within a wetland or wetland buffer to the extent that they are not prohibited by any other ordinance or law and provided they are conducted using best management practices, except where such activities result in the conversion of a regulated wetland or wetland buffer to an activity to which it was not previously subjected and provided further that forest practices and conversions shall be governed by Chapter 76.09 RCW and its rules.
 - 1. Conservation or preservation of soil, water, vegetation, fish, shellfish, and other wildlife;
 - 2. Outdoor recreational activities, including fishing, bird watching, hiking, hunting, boating, swimming and canoeing. Horseback riding and bicycling are allowed only on designated and posted established trails;
 - 3. The noncommercial harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, or alteration of the wetland by changing existing topography, water conditions or water sources;
 - 4. Education, scientific research, and use of designated nature trails;
 - 5. Normal maintenance, repair, or operation of existing serviceable structures, facilities, or improved areas. Maintenance and repair does not include any modification that changes the character, scope, or size of the original structure, facility, or improved area and does not include the construction of a maintenance road;
 - 6. Minor modification of existing serviceable structures (e.g. utilities, monitoring equipment, etc.) within a buffer where modification does not adversely impact wetland functions; and
 - 7. Site investigative work necessary for land use application submittals such as delineations, surveys, soil logs, percolation tests and other related activities; and,
- B. In wetland buffers, regulated activities which have minimal adverse impacts within the buffers and no adverse impacts on wetlands may be allowed through the Land Use Permit process, provided they are conducted using best management practices. These activities include:
 - 1. Low-intensity, passive recreation-related activities such as development of recreation trails, nonpermanent wildlife watching blinds, short-term scientific or educational activities;
 - 2. Stormwater management facilities having no feasible alternative on-site locations, where appropriate mitigation in the form of restoration and/or enhancement is included, and which would not adversely affect the function or values of the buffer or wetland. Any buffer area displaced by a stormwater management facility shall be compensated for by adding buffer area so that no net loss of buffer area results from the placement of the facility. However, dispersion trenches (approved by the Designated Official) which support wetland water flows, do not require compensatory mitigation; and,
 - 3. Surface water discharge to a wetland from a detention facility, pre-settlement pond or other surface water management activity or facility may be allowed if the discharge enhances the wetland and/or does not increase the rate of flow, change the plant composition in a forested wetland, or decrease the water quality of the wetland.

13.0 Mitigation plan information requirements.

A required mitigation plan shall be prepared in consultation with the Designated Official and qualified professionals. The scope and specific requirements of a mitigation plan are dependent on the size and nature of the development proposal, the nature of the impacted critical area, and the degree of cumulative impacts from other development proposals. The mitigation plan shall contain at a minimum the following

components; however, the Designated Official may request additional information as required for the decision-making process:

- A. Identification of Project Team: A Compensation Project Manager shall be named and the qualifications of each team member involved in preparing the mitigation plan and implementing and supervising the project shall be provided, including educational background and areas of expertise, training and experience with comparable projects.
- B. Baseline Information: A written assessment and accompanying maps of the environmental conditions of the impacted regulated wetland and the mitigation-site if different.
- C. Environmental Goals and Objectives: A written report shall be provided identifying goals and objectives of the mitigation plan. The goals and objectives shall be related to the functions and values of the original wetland or if out-of-kind, the type of wetland to be emulated and an analysis of the likelihood of success of the created or restored wetland.
- D. Evaluation Criteria: Specific criteria, including ecological, geological, or hydrological criteria, shall be provided for evaluating whether or not the goals and objectives of the project will be met and whether or not remedial action or contingency measures should be initiated.
- E. Detailed Landscape Construction Plans: Drawings and written specifications describing the mitigation techniques and materials to be used.
- F. Monitoring Program: A program outlining the approach for monitoring construction of the compensation project and for assessing a completed project shall be provided, including a protocol of how the monitoring data will be evaluated by agencies that are tracking the progress of the mitigation project.
- G. Contingency Plan: Identification of potential courses of action, and any corrective measures to be taken when monitoring or evaluation indicates project performance standards are not being met.

14.0 Bonds for restoration and mitigation activities.

- A. Performance Bonds: Mitigation required pursuant to a development or utility proposal must be completed prior to the Designated Official's granting of final approval of the development proposal or utility permit. If the applicant demonstrates that seasonal requirements or other circumstances beyond its control prevent completion of the mitigation prior to final approval, the applicant may post a performance bond equal to one hundred fifty (150) percent of the total cost of the unfinished mitigation project to complete, or other security instrument approved by the Designated Official which guarantees that all required mitigation measures will be completed no later than the time established by the Designated Official in accordance with this Appendix.
- B. Maintenance/Monitoring Bonds: The Designated Official shall require the applicant whose development proposal is subject to a mitigation plan to post a maintenance/monitoring bond equal to fifty (50) percent of the estimated maintenance and monitoring cost, or other security instrument approved by the Designated Official in an amount determined sufficient to guarantee satisfactory workmanship, materials, and performance of structures and improvements allowed or required by this appendix for a period of five(5) years.
- C. Performance and maintenance/monitoring bonds or other security instruments shall also be required for restoration of a critical area not performed as part of a mitigation plan, except no bond shall be required for minor stream restoration carried out pursuant to this Appendix.
- D. Bonds or other security instruments shall be in a form and amount approved by the Designated Official and the City Attorney and shall remain in effect until the Designated Official determines in writing that performance and maintenance standards have been met.
- E. Enforcement of Bonds: Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation or restoration.

15.0 Enforcement and penalties for critical areas.

- A. The enforcement provisions for critical areas are intended to encourage compliance and protect critical areas and the public from harm. To achieve these ends, violators will not only be required to restore damaged critical areas, insofar as that is possible, but will also be required to pay a civil penalty for the redress of ecological, recreational, and economic values lost or damaged due to their unlawful action.

The provisions in this section are in addition to, and not in lieu of, any other penalty, sanction or right of action provided by law.

- B. In all cases, the owner of the land shall be named as a party to the notice and order. In addition to any other persons who may be liable for violations, the owner shall be jointly and severally liable for the restoration of a site and payment of any civil penalties imposed.
- C. Violation of this appendix means the violation of any provision of this Appendix; the administrative rules promulgated hereunder; any permit or approval or stop work order; any other order issued pursuant hereto; any of the terms and conditions of any critical area tract or setback area, easement or other covenant, plat restriction or binding assurance; any mitigation plan; or of any contract or agreement concluded pursuant to the above-mentioned provisions of this Appendix.
- D. Each violation of this Appendix, or any rule or regulation adopted, or any permit, permit condition, or order issued pursuant to this Appendix, shall be a separate offense, and, in the case of a continuing violation, each day's continuance shall be deemed to be a separate and distinct offense.
- E. Any person incurring a penalty may apply in writing within thirty (30) calendar days of receipt of the penalty to the Designated Official for remission or mitigation of such penalty. Upon receipt of the application, the Designated Official may remit or mitigate the penalty only upon a demonstration of extraordinary circumstances, such as the presence of information or factors not considered in setting the original penalty.
- F. All costs, fees, and expenses in connection with enforcement actions may be recovered as damages against the violator.
- G. Aiding or Abetting: Any person who, through an act of commission or omission procures, aids or abets in the violation shall be considered to have committed a violation for the purposes of the penalty.
- H. The Designated Official may bring appropriate actions at law or equity, including actions for injunctive relief, to ensure that no uses are made of critical areas or their buffers that are inconsistent with this Appendix.

16.0 Civil penalties.

- A. Any person in violation of this appendix shall be subject to civil penalties assessed as follows:
 - 1. An amount reasonably determined by the Designated Official to be equivalent to the economic benefit that the violator derives from the violation as measured by the greater of the resulting increase in market value of the property or the value received by the violator, or savings of construction costs realized by the violator performing any act in violation of this Appendix.
 - 2. An amount, not to exceed \$25,000, that is reasonably based upon the nature and gravity of the violation and the cost to the City of enforcing this Appendix against the violator.
 - 3. Penalties under this section shall be imposed by a notice in writing, either by certified mail with return receipt requested or by personal service, to the person incurring the same from the City. The notice shall describe the violation, approximate the date(s) of violation, and shall order the acts constituting the violation to cease and desist, or, in appropriate cases, require necessary corrective action within a specific time.
 - 4. Any civil penalty recovered under this section shall be deposited in the Critical Areas Mitigation Fund for use by the City in protecting or restoring critical areas.
 - 5. No civil penalty shall be imposed under this Appendix upon the Designated Official, or City employees for any act or omission relating to the administration or enforcement of this Appendix.

17.0 Notices and orders.

The Designated Official is authorized to issue violation notices and administrative orders, levy fines, and/or institute legal actions in court.

- A. Recourse to any single remedy shall not preclude recourse to any of the other remedies.
- B. The Designated Official may serve upon a person a cease and desist order if an activity being undertaken on a critical area or its buffer is in violation of this appendix or related Designated Official's decision. Whenever any person violates this appendix or any permit issued to implement this appendix, the Designated Official may issue an order reasonably appropriate to cease such violation and to mitigate any environmental damage resulting therefrom.
 - 1. The order shall set forth and contain:

- a. A description of the specific nature, extent, and time of violation and the damage or potential damage; and
- b. A notice that the violation or the potential violation cease and desist or, in appropriate cases, the specific corrective action to be taken within a given time. A civil penalty may be issued with the order.
2. The cease and desist order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed.
3. Failure to comply with the terms of a cease and desist order can result in enforcement actions including, but not limited to, the issuance of a civil penalty.
4. Orders and penalties issued pursuant to this subsection may be appealed.
- C. Any person who undertakes any activity within a critical area or its buffer without first obtaining a permit required by this Appendix, except as allowed in each section under the allowed activities provision, or any person who violates one (1) or more conditions of any permit required by this Appendix or of any order issued pursuant to subsection (C)(2) of this section, shall incur a penalty allowed per violation.
 1. In the case of a continuing violation, each permit violation and each day of activity without a required permit shall be a separate and distinct violation.
 2. The penalty amount shall be set in consideration of the previous history of the violator and the severity of the environmental impact of the violation.
 3. Penalties provided from this section shall be appealable to King County Superior Court.

18.0 Criminal penalties.

As an alternative to any other judicial or administrative remedy provided in this Appendix or by law or other ordinance, any person who willfully or knowingly violates any provision of this Appendix, or any order issued pursuant to this Appendix, or by each act of commission or omission procures, aids or abets such violation, is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000 and/or imprisonment in the City jail for a term not to exceed ninety (90) days. Each day such violation continues to occur, shall be considered an additional misdemeanor offense.

Exhibit H-1 – Critical Area Map

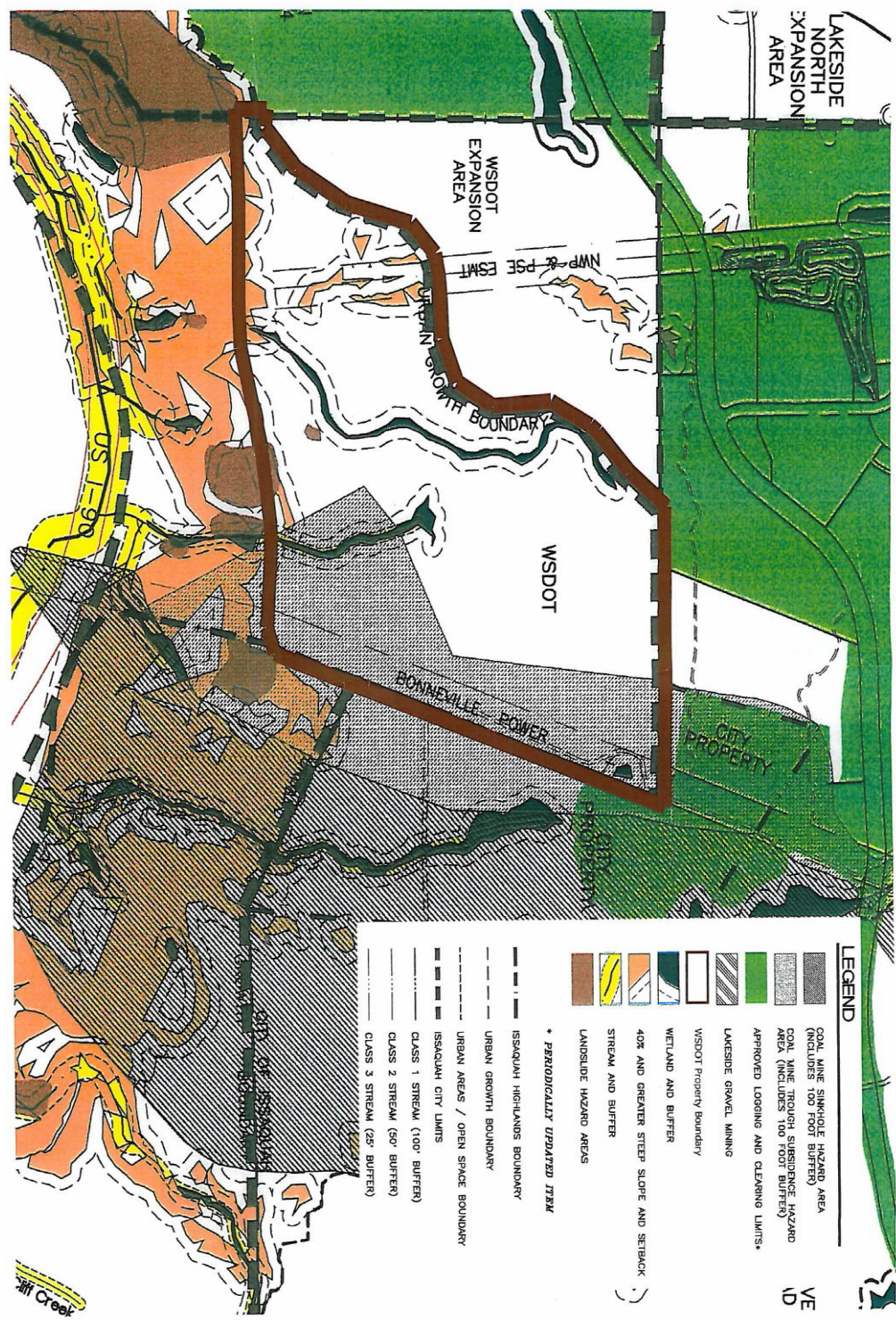
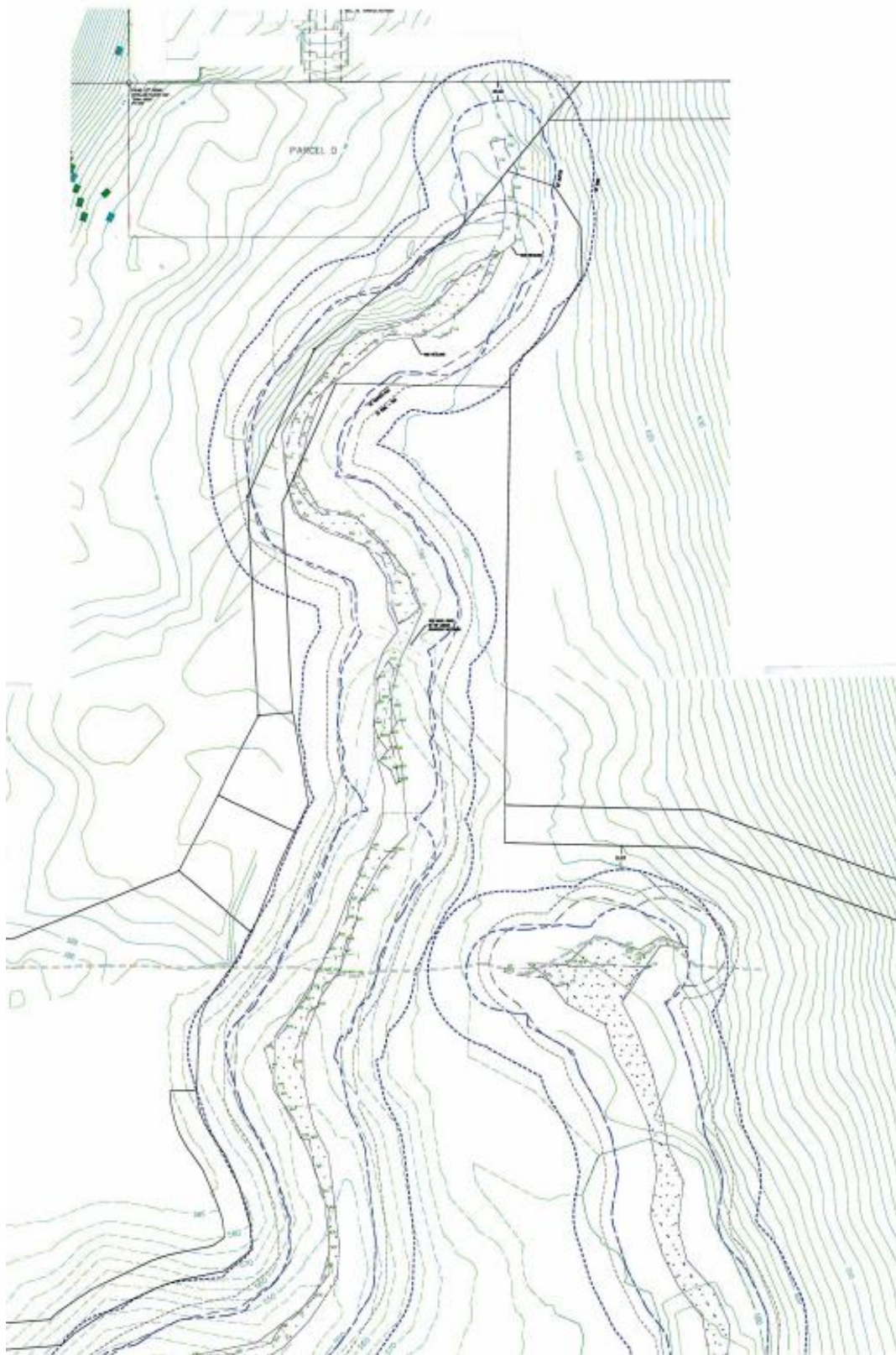


Exhibit H-2 – EF23 Northern Limit



APPENDIX I –Landscaping, Trails & Park Standards

Purpose

The purpose of this Appendix is to provide for a well-planned and deliberate non-vehicular circulation system that allows residents both recreational opportunities and a localized alternative to vehicular transportation. Standards for all public and privately-planted landscape areas will be provided to provide for a healthy plant community. In addition, this Appendix will provide minimum standards for gathering spaces intended to improve the sociable public realm.

A. LANDSCAPING

Landscaping

1.1 Purpose and Intent

Landscaping materials used should relate to and reflect the natural environment and existing surrounding character of development parcels. Where space allows, tree and shrub plantings should be massed in clusters to blend naturally with the existing organic framework of the site and the adjacent natural edge of the Project. Landscape areas should be designed to blend with the existing topography, stepping and terracing to take up grade where possible. Rockeries, green walls, or stone-like walls used to take up slope should appear indigenous. Landscape materials that reflect the adjacent, undisturbed environment, along with building materials such as wood and indigenous stone, should be encouraged where possible. Landscaping concepts shall be consistent with the Planning Goals and Urban Design Guidelines.

Where a right-of-way or easement/tract is adjacent to areas of native vegetation, proposed planting designs should use native or compatible plant material to create a plan that blends with and compliments the existing, surrounding vegetation. The intent is to create a natural transition between the existing vegetation and the built environment, providing a visual transition and avoiding abrupt edges. The existing native vegetation should be viewed as a public visual amenity, with the proposed planting as an enhancement.

Along street rights-of-ways, planting should help provide a sense of pedestrian scale and connection to the street and contribute to the project's overall urban design.

Plantings should provide distinctiveness to development parcels and a unity to the Project.

1.2 Applicability

The landscape standards contained within this Appendix shall be applied to public and private areas within Development Parcels.

1.3 General Provisions

1.3.1 Street Trees

Street Tree locations shall be coordinated with the location of driveways, curb cuts, sight distance requirements, underground utilities, storm drainage facilities, lighting, signage, fire hydrants, etc. Plans submitted for approval shall clearly describe locations and types of all underground utilities and street hardware.

- A. Street trees shall be centered in the planting strip unless a staggered or other variation in alignment is approved by the Designated Official. All street trees planted within four (4) feet of paved surface shall be installed with root barriers a minimum of 18" deep, for an appropriate length based on root structure.
- B. Street trees should be utilized that are likely to be resistant to insects and disease. (Street trees on the approved list have been pre-screened for insect tolerance.)

- C. Street trees with upright branching habits should be utilized to avoid visibility and safety conflicts with vehicles and pedestrians.
- D. Street tree varieties that do not have thorns or fruits should be selected adjacent to bike lanes and on-street parking areas unless the trees can be placed to avoid creating a hazard for bicyclists and drivers.

1.3.2 Park and Open Space Plantings

Trees shall be planted to frame views, provide points of significance and to screen adjacent uses. Shrubbery and groundcover will be utilized to provide a greater grain of texture to planted areas. Lawns are allowed where they can provide an active or passive recreational amenity.

1.3.3 Tree Grates

Tree grates should have a minimum dimension of four (4) feet by four (4) feet, but may need to be increased to 4-by-6 or 5-by-5 based on tree selection. Tree grates should be of a “bolt-down” type and meet ADA requirements and shall consist of a steel frame or other acceptable material.

1.3.4 Drainage

All landscape areas shall have adequate drainage either through natural percolation or through an installed drainage system. Trees shall be installed per planting details. The Applicant shall conduct tree pit drainage test in presence of City inspector prior to planting.

1.3.5 Topsoil

All planted areas shall include a minimum of 12 inches of topsoil

1.3.6 Fertilization

All fertilizer applications shall conform to the Best Management Practices. Fertilizer applications shall be made in a manner that will inhibit their entry into waterways, wetlands, and storm drains.

1.3.7 Pesticide Use

The use of pesticides shall conform to the Best Management Practices. Pesticide applications shall be made in a manner that will inhibit their entry into waterways, wetlands, and storm drains.

1.3.8 Tree Pruning

Topping (the severe reduction of branches without considerations of the specifications for cutting back) is prohibited. Pruning shall be performed to ISA standards as outlined in ANSI-2133.

1.3.9 Water-Wise Planting and Irrigation

- A. Appropriate planting soil mixture and depth shall be provided to ensure a healthy growing medium for the plant materials.
- B. Drought-tolerant plant materials shall be used in an appropriate manner in accordance with the Water Conservation Standards.
- C. Where irrigation is used, water conservation techniques shall be followed in accordance with Water Conservation Standards.
- D. Where irrigation is used, an automatic, permanent irrigation system shall be installed for lawn areas and ornamental plant materials prior to installation of plant material.

1.3.10 Tree Planting Criteria

- A. Tree planting pits should be a minimum size of three times the diameter of root ball.
- B. Tree planting pits should be backfilled with one-half (1/2) existing soil and one-half (1/2) composted organic matter or approved topsoil by volume if existing soil can provide a suitable medium. If not, back fill with free draining organic topsoil.
- C. Granular organic, slow-release transplanter fertilizers that can add necessary nutrients over time should be used.
- D. Organic mulches, such as composted yard waste or composted sawdust/manure should be used as a top dressing over tree root balls. Mulches are not intended within six (6) inches of the trunk.
- E. Positive drainage should be verified prior to planting.
- F. Trees shall not be planted in poor draining soils unless they are an appropriate species compatible with partially-hydric conditions.
- H. Trees shall be staked into a vertical position. Stakes will be removed after the first year.

1.3.11 Plant Materials Selection

- A. All plants shall be adapted to their sites (sun exposure, cold hardiness, hydrozones, soil type, soil pH, etc.).
- B. Plants with differing environmental/cultural requirements shall not be used together if desirable circumstances cannot be provided.
- C. New plant materials shall consist of native or drought tolerant varieties or non-native species that have adapted to the climatic conditions of the greater Issaquah region. Where appropriate, plants should be selected that benefit wildlife.
- D. All plants shall be selected taking into consideration the mature size of the plant and the space allowed for the plant to grow unobstructed. Plants shall be selected that are appropriate for the provided space in order to minimize persistent pruning.
- E. All plants shall be planted and selected in accordance with the appropriate road classification. Other plant materials may be considered that have similar characteristics and maintenance requirements.
- F. Large, medium, small, or columnar size trees should be selected with regard to the width of the planting area.
- G. All plant materials shall meet the applicable requirements of the American Standards for Nursery Stock latest edition.
- H. Shrubs and groundcover with aggressive growth habits are discouraged.
- I. Street tree varieties that do not have thorns or fruits shall be selected for public street corridors.
- J. Seed grass lawn is encouraged in lieu of sod lawn when seasonally applicable.

1.3.12 Size, Spacing and Quantity General Requirements

Spacing: Shrub and groundcover plants should be planted in “drifts” or “groupings” to provide strong color, form and texture statements. They shall be distributed throughout the entire landscape planting strip or median, unless otherwise required by the Road Design Standards Options. Recommended plant material spacing determines the number of plants required and does not strictly dictate the final spacing.

- a. Quantity: The number of plants required is determined by dividing the length of a planting strip by the recommended spacing.
- b. Specific Requirements:

Trees:

Minimum Required Size*			
Deciduous-Min. Caliper (inches)**	Small	Medium	Large
Evergreen-Min. Height (feet)	1-3/4" DBH	2" DBH	2" DBH
	8-10 FT	8-10 FT	8-10 FT
Required Spacing***			
Deciduous			
Evergreen	20-30' o.c.	30-40' o.c.	30-40' o.c.
	15-20' o.c.	20-25' o.c.	20-25' o.c.

DBH = Diameter at breast height (approximately forty-eight (48) inches above crown of root ball).

* Where specimen trees are identified within these Standards, the required size shall be a four (4) inch minimum caliper for deciduous trees and a twelve (12) foot minimum height for evergreen trees.

** A minimum height of ten (10) to twelve (12) feet may be specified instead of caliper size for multi-trunk deciduous trees.

*** Based on mature tree size of the selected species and site-specific considerations. When different size trees are located adjacent to each other, the recommended spacing is the average of that required for each of the two different tree types. For example, when a small-sized deciduous tree and a medium-sized deciduous tree are planted next to each other, the recommended spacing range is 25-35 feet, which is the average of the minimum $[(20 + 30)]/2$ and the maximum $[(30 + 40)]/2$ spacing for each.

*The number of plants required is determined by dividing the length of a planting strip by the recommended spacing. The recommended spacing determines the number of plants required and does not strictly dictate the final spacing. For example, plants in informal landscapes should be planted in groups or at irregular intervals.

1.3.13 Groundcover Spacing

Recommended size and spacing*: 4-inch pot spaced 12 inches apart

1-gallon container spaced 18 inches apart.

*The number of plants required is based on an equilateral triangular spacing at the on-center spacing indicated in the area designated for groundcover planting.

1.3.14 Tree Monitoring

The Master Developer or the City, as determined by the Designated Official, shall keep an inventory of all trees planted as part of approved landscape plans within this village. Information will be shared with the Planning Department for tree canopy purposes.

1.3.15 Accent Plantings:

Recommended	Annuals	Perennials
Size	4 inch pot or 1 gallon container	4 inch pot or 1 gallon container
Spacing*	6-12" triangular spacing	12-18" triangular spacing

*The number of plants required is based on an equilateral triangular spacing at the on center spacing indicated in the area designated for groundcover planting.

B. TRAILS

1.0 Installation - Procedures and Security Required

- A. All approved trails within the Project shall be installed in accordance with generally-accepted professional practices. This requirement shall apply, but not be limited to, plants, turf and other materials, and optional irrigation systems. To insure that all landscaping materials used in trails and corridors are in good condition, installed properly, and become established, the Applicant shall provide to the City an acceptable security prior to the issuance of a final plat or site development permit.

- B. If any plants die within two years or are not kept in good condition, the Designated Official shall notify the Applicant and require replacement within a specified time period. If the plants are not replaced within the specified time period, the Designated Official may use whatever portion of the security is needed to replace the plants. The Designated Official may use either City employees or private contractors to replace plants, and may assess the actual costs of either against the security, if it is sufficient; or against the Property Owner, if the security is insufficient.
- C. To improve survival rates of landscape materials, pertinent issues, including the following, shall be considered:
 - 1. The season in which the landscape materials are planted
 - 2. The types of landscape materials (e.g. native vs. exotic)
 - 3. Irrigation systems
 - 4. Soil conditions
- D. At the end of two years, the Designated Official shall refund the remaining balance of the original required security, if any.

2.0 Trail Requirements

This section describes the general requirements for all trails incorporated into the Project.

The following requirements apply to all trail types:

- A. Adequate drainage shall be provided.
- B. Locate trails to minimize construction impacts on critical areas. Trail corridors may meander to avoid impacts to critical areas and to correspond with topographical conditions.
- C. Border plantings shall be compatible with adjacent landscaping in terms of irrigation, maintenance and style.
- D. Incorporate the use of native, drought tolerant, or landscape material supportive of urban habitat, where appropriate.
- E. If used, design and locate pedestrian lighting to minimize impacts to abutting uses or critical area habitats.
- F. The incorporation of rest stop facilities (benches and trash receptacles) should be provided, where appropriate.
- G. Bollards or other devices for controlling access at street connections and other appropriate locations shall be provided for emergency and maintenance access.
- H. Trails shall be maintained so as to minimize vegetation that may be hazardous to the safety, visibility, and clearances of trail users. All pruning shall be done in accordance with the most recently adopted version of the International Society of Arboriculture Standards. Tree topping (the severe reduction of branches without consideration of the pruning specifications) is prohibited.
- I. Trails shall be located to minimize light and noise impacts on neighboring residential uses;
- J. Trails shall be located in areas with minimum slopes, where possible, to provide recreational access to people of various age groups and abilities.
- K. Provide signage or other indicators for trail user safety at intersections with streets;
- L. Open fences may be constructed at the outside edge of the trail border with the approval of the Designated Official.
- M. Trail borders shall be maintained to provide safe trailside and head clearances.
- N. Where appropriate, the trail Tread should be comprised of a structural base to support bicycle use on soft surface trails.
- O. Trails shall not be located within Critical Areas or their buffers. However, a single trail crossing of wetland EF 23, as shown on [Exhibit H-1](#), is expected.
- P. Signs indicating permitted uses shall be placed at every trail entrance.
- Q. Trash containers, if provided, shall be animal resistant.

3.0 Trail Types, Descriptions, and General Notes

This section describes the five types of trails, their associated development standards, and the rationale supporting their designations. The purpose of developing different trail types is to provide the community with a variety of environmentally sensitive and practical paths of travel and recreational opportunities. These trails will provide connections for non-motorized travel to community facilities, recreation

complexes, neighborhoods, commercial and retail areas, and adjoining regional trails. Both natural and introduced landscape plantings may be used to fulfill Border requirements.

3.1 Multi-Purpose Trail

Multi-Purpose Trails may be used by all allowable trail users. Multi-Purpose Trails are intended to provide or connect with community-wide or regional routes. Some Multi-Purpose Trail sections may be limited to pedestrian use only, where steep grades require stairs to be installed.

Multi-Purpose Trails will have higher, more intensive use than the other trail types and will typically be located within the high-density urban areas. To facilitate this more intensive use, these trails will have the widest trail corridor and tread widths of all the trail types. Additionally, Multi-Purpose Trail Tread will be hard surface to accommodate this heavier pedestrian and bicycle traffic. Multi-Purpose Trails are not intended to be used for the specific purpose of connecting individual Development Parcels.

Multi-purpose trails consist of the following:

Where all or a portion of a Multi-Purpose Trail is planned in a high-use area(s), they shall generally include the following features:

- A. The trail Corridor may vary in width from a minimum of twenty-two (22) feet to a maximum of twenty-four (24) feet;
- B. The Tread shall be paved, unless otherwise determined by the Designated Official, and may vary from a minimum of eight (10) feet to a maximum of twelve (12) feet in width based upon user demand, topography, sensitive areas, and other natural features. Tread width should also be determined by the mixture of the modes and routes to which the trail connects;
- C. Trail Shoulders should consist of gravel surface material a minimum of one (1) foot wide on each side of the trail; and
- D. The Border shall be any combination of widths that total eight (8) feet between the two sides. However, the minimum Border width shall not be less than two feet, for no more than fifty (50) percent of the length of the trail segment.

3.2 Pedestrian Trail

Pedestrian Trails are developed when pedestrians are likely to be the primary users. These hard surfaced trails provide direct connections for non-bicyclists in typically higher pedestrian traffic areas.

Unlike other typically pedestrian oriented trails, pedestrian trails provide direct visual and physical access from neighborhoods to major community event locations or between major community focal points. unless providing a direct physical or visual link to a community focal point. When a Pedestrian Trail Corridor abuts an Institutional use, hardscape or container plantings may replace the planted Border requirement. Hardscape may include, but is not limited to, paving materials, fountains, sculpture or other art forms.

Pedestrian Trails consist of the following:

- A. A six (6) foot wide, paved Tread generally located in the center of the Corridor.
- B. In areas where stairs are used, the Applicant may choose to provide a four (4) foot wide ramp adjacent to the stairs. In these instances, the stairway must be separated from the ramp by a maximum four (4) foot wide, planted Median (i.e., a landscaped area). When a stair, ramp and Median combination is used, the stairs are not required to be located in the center of the Corridor. Ramps may meander into the Border, Median and stair area to achieve acceptable grades. However, at no time may the Border be less than four (4) feet in width. In areas where a ramp meanders, the planted Median width may vary.
- C. Minimum four (4) foot wide Borders consisting of new or existing vegetation bordering the walkway shall be measured from the edge of the Trail Tread.

- D. A minimum fourteen (14) foot wide Corridor shall be provided.
- E. Bicycle uses shall be prohibited on Pedestrian Trails unless other circumstances warrant their inclusion. In evaluating the inclusion of bicycles, issues such as inconvenient alternative bicycle routes, proposed tread width, potential Corridor width, and the ability to ensure pedestrian safety (e.g., sight distance, grade) shall be considered.

3.3 Forest Path

Forest Paths are narrow, soft-surface, low impact trails that meander through critical areas, critical area buffers and forested areas with existing vegetation. Forest Paths are constructed, pursuant to U.S. Forest Service Standards, to minimize impacts and to adapt to existing conditions such as steep slopes and heavily vegetated areas. Forest Paths are low usage trails that provide an environmental and recreational experience. Additionally, where these trails traverse areas subject to frequent inundation from water, a boardwalk-type Tread may be used to enable pedestrian passage. The intent of the Forest Path is to provide pedestrians connections through forested areas (such as uneven surfaces, steeper grades, rocks, etc.).

Forest Paths consist of the following:

- A. A trail Corridor twelve (12) feet wide;
- B. A four (4) foot wide Tread;
- C. There are no trail Shoulders in this category;
- D. A Border four (4) feet in width consisting of new or existing vegetation bordering both sides of the path; and,

3.4 Trail Tread Surfaces and Possible Trail Amenities

A. Tread Surfaces

The following table identifies appropriate Tread surface types:

Trail Type	Surface Type Alternatives					
	Asphalt	Concrete	Special Paving	Crushed Rock	Mulch	Board Walk
Multi-Purpose	✓	✓	✓			
Multi-Purpose (Critical Areas)	✓			✓	✓	✓
Pedestrian Trail	✓	✓	✓			
Forest Path				✓	✓	✓

¹ For Critical Areas and Surface Water Management facilities only.

B. Possible Trail Amenities

The following is a list of possible trail amenities that may be included within trail Corridors. Proposed amenities shall be shown on the Trail Plan and are subject to mutual agreement between the Applicant and the Designated Official on a case-by-case basis:

- Rest Stops
- Sculpture and other Art
- Pedestrian Lighting
- Exercise Stations
- Picnic Tables
- Barbeque Grills
- Interpretive Areas
- Pocket Parks/Tot Lots
- Drinking Fountains
- Restrooms
- Covered Sheds

3.5 Trail Dimension Table

The following table identifies the dimensional requirements of each trail:

Trail Type	Tread Area*	Shoulders	Borders**	Corridor
Multi-Purpose	Tread: 10 to 12 ft.	Min 1ft. each side	4 ft.	22 to 24 ft.
Multi Purpose (Critical Areas)	8 to 10 ft.	n/a	abuts non-critical area: 4 ft. abuts critical area: 4 ft. veg. Restored up to edge.	16 to 18 ft.
Pedestrian Trail	Tread: 6 ft.	N/A	Borders: 4 ft. Median: up to 4 ft.	14 ft. minimum
Forest Path***	Tread: 4 ft.	N/A	4 ft.	12 ft.

*Trail Corridors, Treads, Shoulders, Border may be increased upon request by the Applicant and approval by the Designated Official. Stairs, ramps, etc. may be required for safety reasons or as prescribed in other Sections.

**Borders shall be measured from the outside edge of the trail tread, except for multi-purpose trails that shall be measured from the outside edge of the shoulders. Borders are on both sides of the trail and may be reduced pursuant to Section 8.1(d).

***Trails within the NGPA shall be constructed pursuant to the US Forest Service Standards.

3.6 Trail Users Table

The following table identifies the primary and secondary users for all trail types. Trail users not listed in the table are prohibited, unless otherwise approved by the Designated Official.

Trail Type	Primary Users	Secondary Users*
Pedestrian Trail	Pedestrian	Roller Skates Roller Blades
Multi-Purpose	All	
Neighborhood Trail	Pedestrian	Bicycle Roller Skates Roller Blades
Forest Path	Pedestrian	N/A

* Secondary Uses are permitted when the trail can be designed to make the secondary uses compatible, safe, and acceptable with pedestrian activity. Secondary users may encounter segments of a trail which will require caution or a detour due to specific trail Tread surfacing.

** Bicyclists must dismount on boardwalks.

4.0 Master Trail Plan (**Exhibit I-1**)

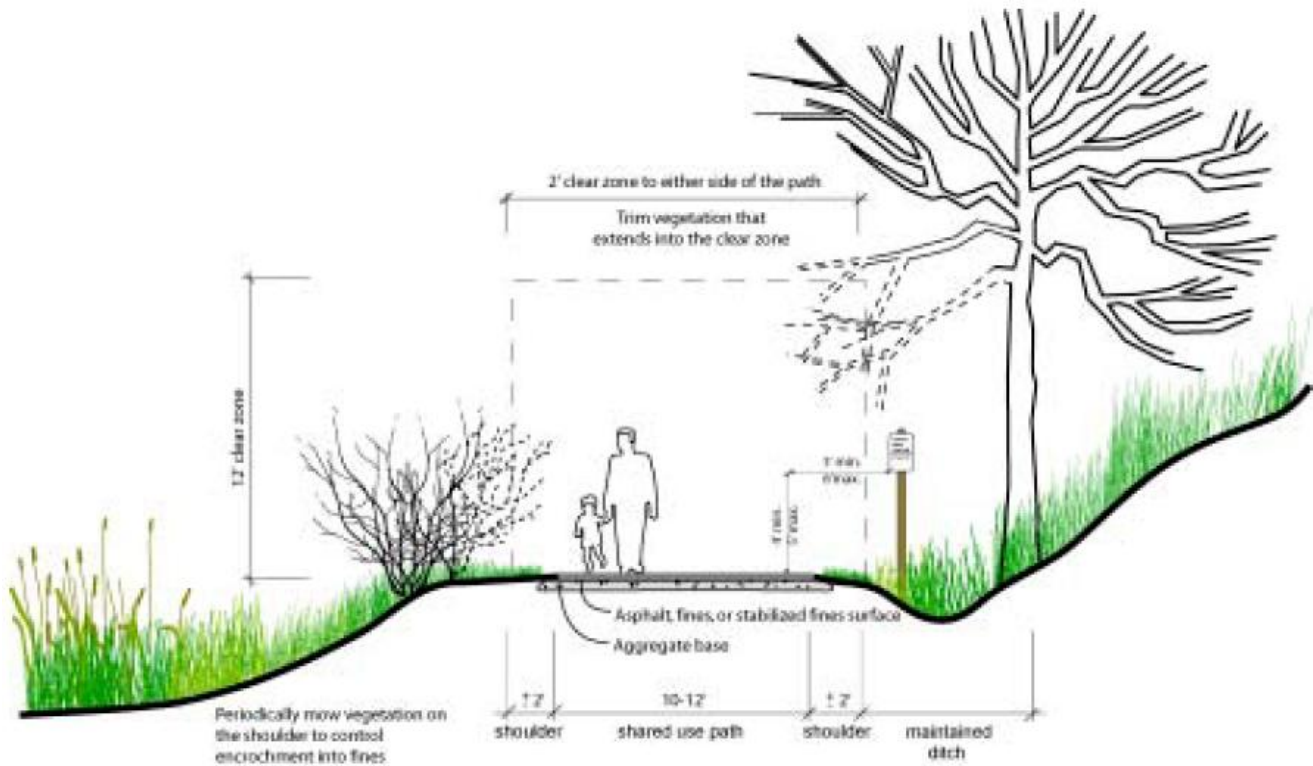
The Master Trail Plan shall indicate:

- The general location of any trails anticipated to be provided by the Master Developer at the time of this appendix's adoption;
- The type of trails anticipated;
- The location of a mountain bike skills course;
- The location of the 10-12 foot paved multi-use trail provided by the Master Infrastructure Developer; and,

E. Potential connection points to regional trails and anticipated future trails within the Project.

5.0 Trail Elements Cross Section

The following cross section conceptually illustrates the elements which may be developed within any given trail segment.



C. PARK, PLAZA, AND INFORMAL GATHERING AREA STANDARDS

1.0 Park and Plaza, and /or Informal Gathering Area Plans Required

Parks, plazas or public/quasi-public gathering spaces shall be provided within each Development Parcel. A plan for a proposed Park, Plaza, and/or Informal Gathering Area shall be submitted to the Designated Official as part of an application for a preliminary plat, short plat, site development permit, or other required development or building permit.

2.0 Installation - Procedures and Security Required

- A. All Parks, Plazas, and Informal Gathering Areas shall be installed in accordance with generally accepted professional practices. This requirement shall apply, but not be limited to plants, structures, turf and other materials, and optional irrigation systems.
- B. To improve the survival rates of landscape materials, consideration shall be given, but not limited to, the following issues:
 1. the season in which the landscape materials were planted; and
 2. the types of landscape materials (e.g. native vs. exotic); and
 3. irrigation systems; and
 4. soil conditions – provide a minimum of 12 inches of amended topsoil to all planting areas.
- C. If any plant dies or is not kept in good condition within the two-year period, the Designated Official shall notify the Applicant and require replacement within a specified time period. If the plant is not replaced within the specified time period, the Designated Official may use whatever portion of the security is needed to replace the plant. The Designated Official may use either City employees or private contractors to replace plants and may assess the actual costs of replacement against the

security, if it is sufficient; and against the owner of the property, if the security is insufficient to cover the costs.

- D. At the end of one year the Designated Official shall refund the amount of the security balance which exceeds one-half of the original required security.
- E. At the end of two years the Designated Official shall refund the remaining balance of the original required security.

3.0 General Requirements

3.1 Street Setback Requirements for Parks, Plazas and Informal Gathering Areas

No street setbacks are required for Parks, Plazas, or Informal Gathering Areas.

3.2 Interior Setback Requirements for Parks, Plazas and Informal Gathering Areas

Interior setbacks shall be provided as follows:

3.2.1. Plazas and Informal Gathering Areas.

No interior setback is required.

3.2.2. Parks.

When a Park, as defined in Section 4.0 of this Appendix, directly abuts a rear or side property line of a residential use, those portions of play structures which maintain a sitting or standing platform that may be used for sitting or standing, which exceed five (5) feet in height above finished grade shall be set back a minimum of fifteen (15) feet from the property line.

3.3 Landscape Buffer Requirements for Parks, Plazas and Informal Gathering Areas

No landscape buffers are required for Parks Plazas and Informal Gathering Areas other than those buffers, if any, established through the review of a required Park plan.

4.0 Park Descriptions

The purpose of Parks is to expand the recreational opportunities available. The elements included in a particular type of Park will vary depending on its desired function(s) and the location of the Park.

4.1 Pocket Parks

The term “Pocket Park” was coined in the 1960s, when small areas within highly concentrated urban neighborhoods were transformed into Pocket Parks devoted to recreation and green space uses. Pocket Parks may be located in commercial or residential neighborhoods, can fulfill a wide variety of purposes, and can serve people of various age groups and abilities. They vary in configuration depending on the surrounding land uses and the activities the Pocket Park supports.

When reviewing a proposed Pocket Park plan, the Designated Official will consider safety, compatibility with surrounding uses, location, and whether the size of the Pocket Park is appropriate to the use(s).

4.2 Community Gardens

Community Gardens are common areas provided for the purpose of gardening. They are of various sizes and can serve all age groups and abilities. They can be located within or adjacent to institutional or residential neighborhoods or in the Common Noncritical Open Space areas or utility tracts. The following are examples of Community Gardens: Pea-patch, Cutting flower gardens, Demonstration gardens, Compost centers, Container gardens, and Terraced gardens.

When reviewing a proposed Community Garden plan, the Designated Official will consider safety, compatibility with surrounding uses, location, and whether the size of the Community Garden is appropriate to the use(s). Further, access for wheelbarrows, wagons, unloading of materials, etc.

and the provision of a water source in community gardens to ensure the facilities may be used properly will be examined. Storage facilities, garbage, and electricity should be considered by the Applicant.

5.0 Plaza Descriptions & Special Requirements

Plazas are outdoor open gathering places which are primarily hard surface, but which may contain landscaping. Plazas denote important places, create a focus, and/or increase light and air at street level. They also function as points of orientation. They may be located adjacent to buildings, within a Park or other open space.

5.1 Plaza Special Requirements

The following special requirements shall apply to Plazas:

- A. Plazas may be constructed with concrete, pavers, or special paving material. Asphalt is not permitted except as a paving accent material.
- B. Root barriers shall be provided for all trees planted within Plazas.
- C. Seating must be provided. The seating may be fixed or moveable, or a combination of both. Required seating may be provided by ledges, fountains, sculptures, benches, chairs, stairs, etc. At least two (2) of the seats shall meet ADA standards. For purposes of determining the number of seats provided on a bench, ledge, fountain, etc., eighteen (18) lineal inches on a horizontal surface is considered one (1) seat.
- D. The spacing, location and type of required street trees may be modified when adjacent to a Plaza.
- E. A portion of a Plaza may be used for reserved seating for restaurants or other uses.
- F. Permanent structures may be provided within a Plaza, provided they do not preclude use of and access to the Plaza by the general public. Structures may be enclosed or open air and may be leased for commercial use.
- G. Physical obstructions between a Plaza and a sidewalk or Pocket Park shall be designed to provide sufficient visibility to protect the public safety of the users of the Plaza and to ensure that public access to the Plaza is convenient, obvious and welcoming. No walls or structures shall exceed thirty-six (36) inches in height above the abutting sidewalk or Pocket Park for a total of more than fifty (50) percent of the lineal footage along one side of a Plaza that directly abuts a public street right-of-way, private street corridor or Pocket Park.

6.0 Informal Gathering Area Descriptions & Special Requirements

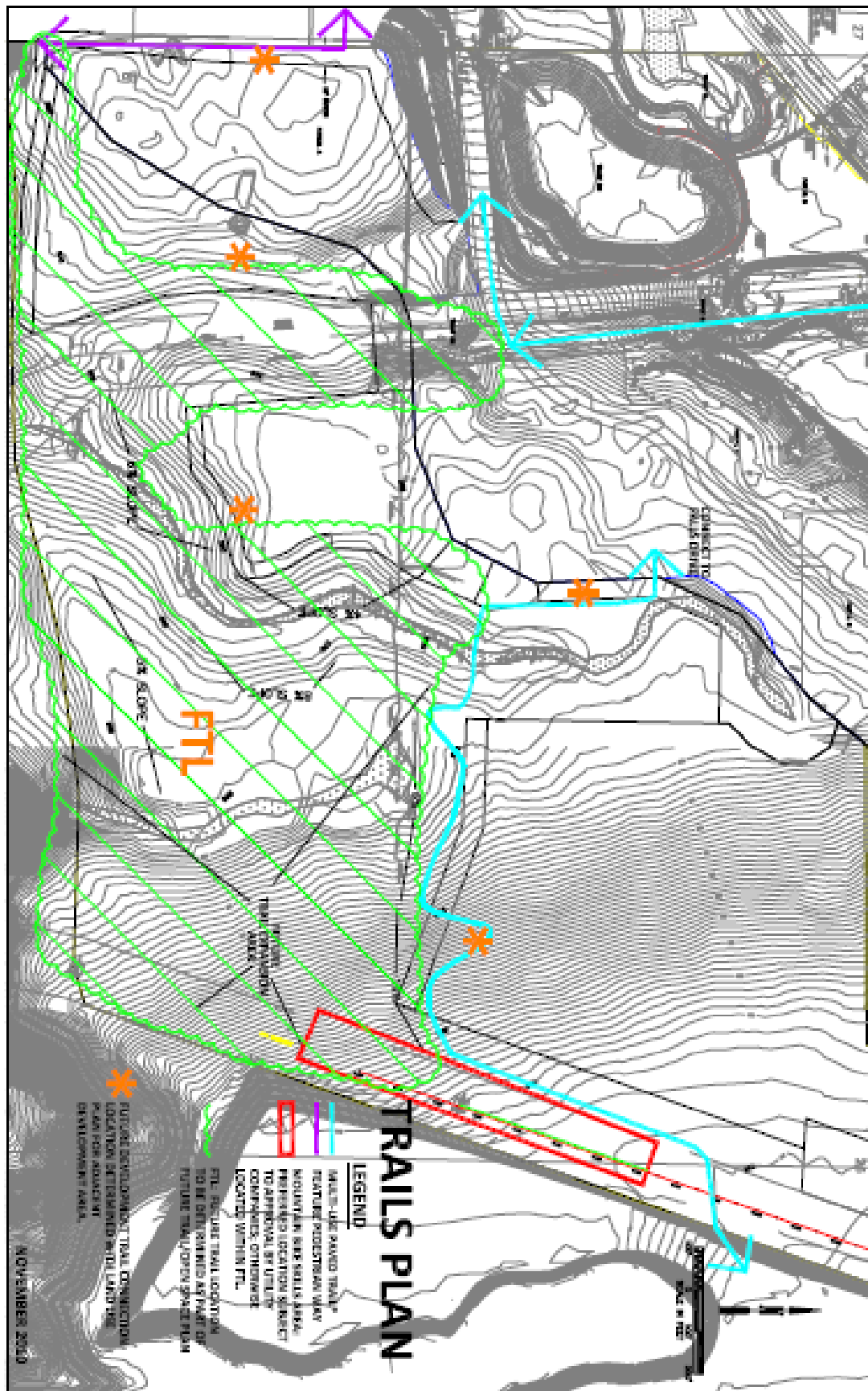
This section establishes the opportunity for an Applicant to provide Informal Gathering Areas within the Project. Specific regulations are not provided; the Village Design Guidelines provide guidance for the features and design of Informal Gathering Areas. In general, the following features are encouraged: special layout, street furniture, focal points and human scale elements that emphasize the prime function of the area as being a place for people to congregate. Informal Gathering Areas are located in areas where urban space is encouraged, and may extend into the streetscape. Elements of Informal Gathering Areas may vary depending on the abutting uses. Within the Village, Informal Gathering Areas shall be constructed and maintained by a private or common entity.

7.0 Mountain Bike Skills Course

Should BPA approval be gained to construct a Mountain Bike Skills Course within adjacent Open Space (**Exhibit I-2**), consistent with Exhibit 9 of this Agreement, the applicant shall provide the following, as directed by the Designated Official:

- A. Grading to facilitate controlled drainage and local infiltration
- B. 4' perimeter fencing either split rail or vinyl-coated chainlink
- C. Access from Central Park

Exhibit I-1 Trails Map



1. Removed activity from high hazard area.

2. Will not allow private vehicles within the BPA Corridor.

3. No Activity within 50 feet of the tower.

4. No picnic structure proposed.

5. Interior improvements will meet follow limits:

- * Excavations will be allowed to a maximum of 5 ft.
- * Fills will be allowed to a maximum of 6 ft. above existing grade.
- * No wooden structures will be higher than 8 ft. above existing grade.
- * Wooden structures (i.e. ramps, boardwalks, downed logs jumps) are allowed.

6. No parking proposed within utility corridor, paved access is for bikes only.

7. Facility will be owned by City or King County.

APPENDIX J –Sign Standards

1.0 Purpose

The purpose of this Appendix is to establish standards for the regulation of design, placement, size, renovation, and proper maintenance of all exterior signs and sign structures in order to:

- A. Contribute to the economic well being of the community;
- B. Encourage signage that is both functional and attractive and that clearly responds to the needs of the public in locating a residence or business establishment;
- C. Promote traffic safety and to protect the health, property, and general welfare of its citizens;
- D. Ensure standardization and placement of informational signs;
- E. Reduce distractions and obstructions from signs that would adversely affect traffic safety, to alleviate hazards caused by signs projecting over or encroaching upon public ways; and,
- F. Support the Planning Goals and Design Guideline vision.

2.0 ADMINISTRATION & ENFORCEMENT

3.1 Maintenance

All signs, together with all of their supports, braces, guys and anchors, shall be kept in repair and in proper state of preservation. The display surface of all signs shall be kept neatly painted or posted at all times. Signs not repaired or removed shall be remedied by the City and the sign owner shall be billed for the cost of their removal.

3.1 Removal

Unsafe Signs: If the Designated Official finds that any sign regulated by this Appendix is unsafe or not properly secured, he/she shall give written notice to the named owner of the sign and the named owner of the land on which the sign is erected, who shall remove or repair the sign within a specified time from the date of the notice. If the sign is not removed and repaired, the Designated Official shall revoke the permit issued for such sign, as provided in this appendix, and shall notify the City Attorney's office for appropriate legal action. The Designated official may cause any sign which he determines to be a source of immediate peril to persons or property to be removed summarily without notice.

- A. **Expired Advertising Signs:** Any sign existing on or after the effective date of this Appendix, which no longer advertises an existing business conducted or product sold on the premises, shall be removed by the owner of the premises upon which such is located after notice. The Designated Official, upon determining that such sign exists, shall notify the owner of the premises in writing to remove the sign within 30 days from the date of such notice. Upon application, the Designated Official may extend the removal requirement for a period not to exceed 90 days, provided the sign is covered so that the reading material is not visible.
- B. **Other Violations:** In the event of a violation of any other provisions of this appendix the Designated Official shall give written notice, specifying the violation, to the holder of the sign permit, or, if no permit exists, to the named owner of the land where the sign is erected, to correct the violation or remove such a sign. Nonconforming temporary signs located on public right-of-way may be removed without notice.
- C. **Penalties:** Penalties imposed for sign violations shall be specified in Chapter 1.06 of the IMC.

3.1 Recovery of Removed Signs

All signs removed by the City shall be available for recovery by the owner of such sign for a period of two (2) weeks, after which they will be destroyed.

- A. Recovery of any sign removed by the City shall be subject to payment of a sign recovery fee in accordance with the City's adopted fee schedule
- B. The City shall not be responsible for damages or loss during removal or storage.

3.1 Violations of this Appendix

Violations of any portion of these sign standards shall be subject to the code enforcement and penalty provisions set out in Issaquah Municipal Code, Chapter 1.36.

3.1 Administration

- A. Responsibility: The ultimate responsibility for any sign shall be borne by the legal owner of the property on which the sign is located. The Designated Official may require when necessary that the property owner or agent be party to or applicant for any required sign permit.
- B. Designated Official: The Designated Official is authorized by this Appendix, to make necessary interpretations and to process all required permits under this Appendix. The Designated Official is authorized and directed to enforce all provisions of this Appendix.
- C. Right of Entry: Whenever necessary to make an inspection to enforce any of the provisions of this appendix, or whenever the Designated Official has reasonable cause to believe that there exists any sign or any condition which makes such sign unsafe, the Designated Official may enter the premises or building on which such sign is located at all reasonable times to inspect the sign or to perform any duty imposed on him by this Appendix; provided, that if such building or premises on which the sign is located is occupied, he shall first present proper credentials and request entry; and if such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Designated Official shall have recourse to every remedy provided by law to secure entry.
 - 1. No owner or occupant or any other person having charge, care, or control of any building or premises shall fail or neglect, after proper request is made as provided in this Appendix, to promptly permit entry therein by the Designated Official or his authorized representative for the purpose of inspection and examination pursuant to this appendix.
 - 2. Notice of Infraction: Code Enforcement shall be in accordance with IMC 1.36.020 Notice of Infraction. The Designated Official may supply additional notice to other persons of interest.
- D. Inspections: All signs controlled by the regulations of this Appendix shall be subject to periodic inspection by the Designated Official. Records of all such inspections shall be kept in the files of the Permit Center.
 - 1. Prior to mounting the sign on the building elevation, an applicant shall contact the Permit Center for a sign inspection to determine that the sign(s) is the same as that shown on the approved plan.
 - 2. Signs requiring phased assembly should be inspected once fully mounted on the wall.
 - 3. Footing inspections shall be made by the Designated Official for all signs having footings.
 - 4. Upon completion of inspection of the sign installation by the Designated Official, an approval tag shall be affixed in a visible location on the sign.

3. Permitted & Exempt Signs

- 3.1 Signs will be governed by Appendix Q (Sign Standards), as amended, of the Issaquah Highlands 2-Party Agreement.

3.2 Street and traffic signs will implement the Manual on Uniform Traffic Control Devices (MUTCD) requirements for increased letter size, use of upper and lower case letters, etc.

